

REQUEST FOR PROPOSALS

24. Award RFP-600103-06/TLR – Aquatic Maintenance, to McLane Excavating Co., Pierson (Term Contract).

RFP-600103-06TLR will provide aquatic maintenance activities within stormwater ponds, canals, ditches and/or lakes within Seminole County. The work covered in this proposal consists of furnishing all labor, materials and equipment necessary to perform aquatic maintenance activities relating to mechanical harvesting and dredging as described in the scope of services.

This project was publicly advertised and the County received one (1) submittal in response to the solicitation. The Evaluation Committee, which consisted of Bob Ballerino, Sr. Team Leader; Gloria Eby, Sr. Coordinator; Kathy Moore, MSBU Program Manager; Owen Reagan, Principal Engineer; and Shannon Wetzel, Principal Scientist evaluated the submittal. The Evaluation was based on past performance, technical plan and proposed cost to the County to provide the required services. The Evaluation Committee recommends award of the contract to the only responsive, responsible Proposer, McLane Excavating Co., Pierson.

Authorization for performance of services by the Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County. The agreement shall take place on the date of execution by the County and shall run for a period of three (3) years and at the sole option of the County may be renewed for two (2) successive periods not to exceed one (1) year each. The total annual fee paid to the Contractor pursuant to this agreement shall not exceed the total amount budgeted by the County for such services.

Public Works/Roads-Stormwater Division and Administrative Services/Purchasing and Contracts Division recommend the Board to approve the award of this agreement as prepared and approved by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-600103-06/TLR

RFP TITLE: Aquatic Maintenance

DUE DATE: January 24, 2007 @ 2:00 P.M.

PAGE: 1 of 1

INFORMATION PROVIDED IN RESPONSE	Response #1
	McLane Excavating Co. 1818 Rhonda Lane Pierson, FL 32180 Howard W. McLane Ph. 386-749-0488 Fx. 386-749-0499

TABULATED BY AND POSTED ON:

T. Roberts, Sr. Procurement Analyst

Posted: 1/24/2007 @ 4:00 PM

EVALUATION CRITERIA:

Past Performance
 Technical Plan
 Price Proposal

EVALUATION COMMITTEE MEETING:

January 31, 2007 at 3:00 PM Eastern
 Purchasing & Contracts Division, 1101 E. 1st Street, Room 3223, Sanford, Florida 32771

RECOMMENDATION:

McLane Excavating Co.

BCC Award Date: 2/27/2007

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

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PAGE: 1 of 1

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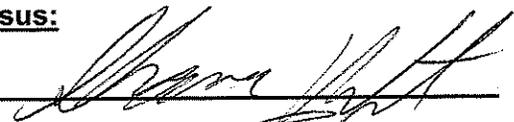
RESPONSE -1-	RESPONSE --
McLane Excavating Co. 1818 Rhonda Lane Pierson, FL 32180 Howard W. McLane Ph. 386-749-0488 Fx. 386-749-0499	

Evaluation Criteria

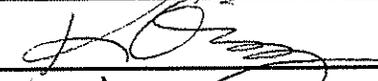
- Past Performance
- Technical Approach
- Fee Schedule

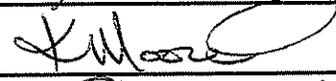
Recommendation: McLane Excavating Co.

Committee Consensus:

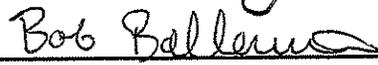
Shannon Wetzel 

G. Eby 

K. Ornberg 

K. Moore 

O. Reagan 

B. Ballerio 

RFP-600103-06/TLR - AQUATIC MAINTENANCE

PROPOSERS NAME: McLean Excavating Co.

EVALUATION COMMITTEE MEMBER:

Bob Ballerino

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance

Our past experience with McLane Excavating has been good. McLane has the proper equipment required to meet all requirements set forth by the contract terms. McLane has completed several excavating and mowing jobs in the past with little room for mistakes resulting in a thorough and neat completion of the job.

Criteria: Technical Plan

McLane Excavating has shown they are capable of completing projects in the harsh conditions we encounter in marshy areas.

Criteria: Price Proposal

Very fair, lower rate of pay compared to other vendors I have dealt with in the past.

Overall Rating:

Highly Acceptable (✓)
Marginal ()

Acceptable ()
Unsatisfactory ()

RFP-600103-06/TLR – AQUATIC MAINTENANCE

PROPOSERS NAME: McLean Excavating Co.

EVALUATION COMMITTEE MEMBER:

Moose, Kathy

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance

Experiences - ++

Criteria: Technical Plan

Limited in terms of full service response
Good/Acceptable + relative to area's of response
- honesty

Criteria: Price Proposal

Single source bid

Overall Rating:

Highly Acceptable ()
Marginal ()

Acceptable (X)
Unsatisfactory ()

RFP-600103-06/TLR - AQUATIC MAINTENANCE

PROPOSERS NAME: McLean Excavating Co.

EVALUATION COMMITTEE MEMBER:

Gloria Eby

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance

"Providing efficient and professional end results while maintaining a low impact on the environment"
This is a quality statement to be provided by a contractor.

Criteria: Technical Plan

Company has extensive experience in the local area using extensive experience.

Criteria: Price Proposal

Prices are in line with previous work in same field.

Overall Rating:

Highly Acceptable (X)
Marginal ()

Acceptable ()
Unsatisfactory ()

RFP-600103-06/TLR – AQUATIC MAINTENANCE

PROPOSERS NAME: McLean Excavating Co.

EVALUATION COMMITTEE MEMBER:

SHANNON WETZEL

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance

MCLEAN EXCAVATING HAS WORKED ON POND CLEAN OUT PROJECTS AS WELL AS LAKE AMORY HE HAS COMPLETED PROJECTS ON SCHEDULE AND TO COUNTY SPECIFICATIONS

Criteria: Technical Plan

HIS CREWS HAVE THE EXPERIENCE TO IMPLEMENT THE PROPOSED POND AND LAKE CLEAN-UPS. MCLEAN EXCAVATING HAS THE NECESSARY EQUIPMENT TO CARRY OUT REQUESTED TASKS.

Criteria: Price Proposal

CONSISTENT AND COMPETITIVE WITH OTHER SIMILAR CONTRACTORS

Overall Rating:

Highly Acceptable
Marginal

Acceptable
Unsatisfactory

RFP-600103-06/TLR – AQUATIC MAINTENANCE

PROPOSERS NAME: McLean Excavating Co.

EVALUATION COMMITTEE MEMBER:

Owen D. Reagan

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance

Satisfactory performance with previous projects
for Roads-Stormwater Division

Criteria: Technical Plan

Not really applicable to excavation section

Criteria: Price Proposal

reasonable prices

Overall Rating:

Highly Acceptable ()
Marginal ()

Acceptable (✓)
Unsatisfactory ()

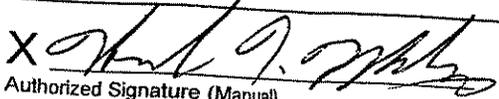
TO: County Attorney's Office ATTN: Lola Pfeil, Legal Services Manager FOR: Ann Colby, Assistant County Attorney	CONTACT: Tammy Roberts, CPPB, FCCM SR. Procurement Analyst Phone: Ext. 7115
DATE: February 2, 2007 DATE REQUIRED: February 16, 2007	Re: Aquatic Maintenance Services RFP-600103-06/TLR
DOCUMENTS ATTACHED: <input type="checkbox"/> Draft Work Order <input type="checkbox"/> Previous Document(s) <input type="checkbox"/> Other <input type="checkbox"/> Draft Agreement <input type="checkbox"/> Draft RFP/PS Documents <input type="checkbox"/> _____	
REQUESTED ACTION: <input type="checkbox"/> For your signature <input type="checkbox"/> For your Information <input type="checkbox"/> For your review & comment <input type="checkbox"/> Prepare Agreement <input type="checkbox"/> For your use <input type="checkbox"/> Prepare Amendment <input type="checkbox"/> As requested	
COMMENTS: Please prepare an agreement with McLane Excavating in accordance with the attached draft. Prepare for the Chairman's signature. If you have any questions, please give me a call. Thank you.	

with

Replace agreement

prior to submittal

cc:

SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 Attn.: PURCHASING AND CONTRACTS DIVISION	REQUEST FOR PROPOSALS and Proposer Acknowledgment
Contact: Tammy L. Roberts, CPPB Sr. Procurement Analyst 407-665-7115 - Phone 407-665-7956 - Fax troberts@seminolecountyfl.gov	RFP-600103-06/TLR AQUATIC MAINTENANCE
Proposal Due Date: January 17, 2007 Proposal Due Time: 2:00 PM	Location of Closing: County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: McLane Excavating Co	Federal Employer ID Number or SS Number: 218425617
Mailing Address: 1818 Rhonda Lane	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Pierson FL 32180	 Authorized Signature (Manual)
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation <input checked="" type="radio"/> Proprietorship <input type="radio"/> Partnership <input type="radio"/> Joint Venture	Typed Name: Howard W. McLane
Incorporated in the State of: N/A	Title: OWNER
Telephone Number: 386 749 0488	Date: 1/22/07
Toll Free Telephone Number: (800) N/A	
Fax Number: 386 749 0499	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Addendum #2
REVISED Price Proposal

PROJECT: **AQUATIC MAINTENANCE**

COUNTY CONTRACT NO. **RFP-600103-06/TLR**

Name of Proposer: McLane Excavating Co.

Mailing Address: 1818 Rhonda Lane

Street Address: None

City/State/Zip: Pierson FL 32180

Phone Number: (386) 749 0488

FAX Number: (386) 749 0499

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity with the Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 02nd day of January, 2007.

McLane Excavating Co.
(Name of PROPOSER)

[Handwritten Signature]
(Signature of person signing FORM)

Howard W. McLane
(Printed name of person signing FORM)

Owner
(Title of person signing FORM)

Addendum #2
RFP-600103-06/TLR
REVISED Price proposal

Activity	Unit	Est. Quantity	Unit Price	Total Cost
Dredging and Bank Clearing (assume min. 3 hrs. on -site)				
Track Excavator with a long boom	Per Hr.	500		
All-Terrain Excavator (ex. Menzi Muck or Kaiser Spyder)	Per Hr.	500	180. ⁰⁰	90,000. ⁰⁰
Dump Truck (15 cu. Yd.)	Per Hr.	500	125. ⁰⁰	62,500. ⁰⁰
Bush Hog or equivalent mowing attachment	Per Hr.	500	60. ⁰⁰	30,000. ⁰⁰
Amphibious Excavator	Per Hr.	500	20. ⁰⁰	10,000. ⁰⁰
Aquatic Weed Harvesting			110. ⁰⁰	55,000. ⁰⁰
Aquatic Weed Harvester	Per Hr.	500		
Mobilization Fee: (One lump sum charge per job)	Per Job	20	110. ⁰⁰	55,000. ⁰⁰
Herbicide Spraying and Inspection Reports	Acre	5000	280. ⁰⁰	5,600. ⁰⁰
Hydrilla	Acre	5000	N/A	
Submersed/Emergent Macrophytes	Acre	5000	N/A	
Algaecide	Acre	5000	N/A	
Disposal Fee (Load ticket required for ea load, specifying yards)	Cubic Yd	15,000	N/A	
Replace/Restore Sod (as needed)	Sq. Yd.	400	38. ⁰⁰ per	5,100. ⁰⁰
Grass Carp:			3. ¹⁵ per	1,260. ⁰⁰
Grass Carp Fish: 7-8 inch	Ea.	5000		
Grass Carp Fish: 9-10 inch	Ea.	5000	N/A	
Grass Carp Fish: > 12 inch	Ea.	5000	N/A	
Barrier Installation	LF	1000	N/A	
Barrier Repair	LF	1000	N/A	
Barrier Maintenance	Ea.	10	N/A	
Transportation and stocking of fish	Stock or event	20	N/A	
Lake Assessments/Management Plan	Report	20	N/A	
TOTAL AMOUNT				\$ 879,360.⁰⁰

McLane Excavating Co.
 (Name of PROPOSER)
 Howard W. McLane

[Signature]
 (Signature of person signing FORM)

Addendum #2

RFP-600103-06/TLR
 REVISED Price proposal
 continued

Activity	Unit	Unit	Unit
Shoreline Restoration and plant control (include plant material, installation and follow-up) the following list is a general palette of plant material, actual projects may include other select natives	1 -50 Plants Price per plant	51 - 100 Plants Price per plant	> 100 Plants Price per plant
	Pontederia cordata	N/A	N/A
	Thalia geniculata	N/A	N/A
	Sagittaria spp.	N/A	N/A
	Bacopa spp.	N/A	N/A
	Vallisneria Americana	N/A	N/A
	Iris virginica	N/A	N/A
	Crinum Americanum	N/A	N/A
	Canna flaccida	N/A	N/A

General administrative costs i.e. permitting etc. *actual permit fees to be reimbursed by the County (do not include in hourly fee)

(Provide a list of staff positions and hourly rates)

N/A

The quantities indicated in the Price Proposal Form are for evaluation purposes and the County does not guarantee quantities during the duration of the Contract.

McLane Excavating Co.
 (Name of PROPOSER)
 Howard W. McLane

[Handwritten Signature]
 (Signature of person signing FORM)

**TERM CONTRACT FOR AQUATIC MAINTENANCE SERVICES
(RFP-600103-06/TLR)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **MCLANE EXCAVATING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1818 Rhonda Lane, Pierson, Florida 32180, hereinafter called "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide aquatic maintenance service for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide aquatic maintenance services to COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services/materials as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services/materials shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive

periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services/materials authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary. During the probation period, COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services and/or materials required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so. COUNTY Representative will give the Primary CONTRACTOR first opportunity to perform all available work. If COUNTY Representative, at its sole discretion, determines the Primary CONTRACTOR cannot perform, the Secondary CONTRACTOR will be contacted to perform the required work.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall commence as specified in such Purchase Orders as may be

issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for aquatic maintenance purposes.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall perform all work and supply all materials required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice, properly dated, describing any services rendered, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works
Roads-Stormwater Division
520 W. Lake Mary Blvd., Ste. 200
Sanford, FL 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period

and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date

of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that

it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor

engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless, indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this

Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve CONTRACTOR of its

full responsibility for performance of any obligation including its indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at

CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy)

shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR or its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY protest procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives of CONTRACTOR who are authorized to act in behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement

shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been

changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Public Works
Roads-Stormwater Division
520 W. Lake Mary Blvd., Ste. 200
Sanford, FL 32773

For CONTRACTOR:

McLane Excavating Company
1818 Rhonda Lane
Pierson, FL 32180

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

McLANE EXCAVATING, INC.

, Secretary

By: _____
HOWARD W. McLANE, President

(CORPORATE SEAL)

Date: _____

(County Signature Page Follows)

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order

AEC:jjr
2/5/07
P:\Users\jroyal\Purchasing 2007\RFP-600103-06-TLR.doc

RFP-600103-06/TLR
Price proposal

Activity	Unit	Unit Price
Dredging and Bank Clearing (assume min. 3 hrs. on -site)		
Track Excavator with a long boom	Per Hr.	\$180.
All-Terrain Excavator (ex. Menzi Muck or Kaiser Spyder)	Per Hr.	\$125.
Dump Truck (15 cu. Yd.)	Per Hr.	\$60.
Bush Hog or equivalent mowing attachment	Per Hr.	\$20.
Amphibious Excavator	Per Hr.	\$110.
Aquatic Weed Harvesting		
Aquatic Weed Harvester	Per Hr.	\$110.
Mobilization Fee: (One lump sum charge per job)	Per Job	\$280.
Disposal Fee (Load ticket required for ea load, specifying yards)	Cubic Yd	\$38.
Replace/Restore Sod (as needed)	Sq. Yd.	\$3.15

McLane Excavating Co.
1818 Rhonda Lane
Pierson, FL 32180