

TERM CONTRACTS

17. **Award RFP-4242-05/GMG – Term Contract for Part A) purchase of road construction products and related materials including in-place services to Orlando Paving Corporation, Orlando; and Part B) Asphalt Base Stabilization, to Asphalt Recycling, Inc., Melbourne Beach and Florida Highway Products, Inc., Bartow.**

RFP-4242-05/GMG consisting of two parts, will provide for:

(A) road construction products to Seminole County Public Works Department, Roads-Stormwater Division, considering options of materials only and/or in-place services to include labor, materials, equipment and all incidentals necessary for various road projects as described in the Requirements.

(B) an asphalt stabilized base course composed of a mixture of the existing bituminous concrete pavement and existing base course material. The manufacture of the asphalt stabilized base course shall be done by in-place crushing and blending of the existing pavement and base materials and the introduction of asphalt emulsion. The pulverization, blending, and addition of asphalt emulsion to the existing materials, which results in an asphalt stabilized base course, shall be accomplished in accordance with these specifications.

This project was publicly advertised and the County received four (4) submittals in response to the solicitation; two (2) proposals for Part A and two (2) proposals for Part B. A detailed summary of both parts is provided in the backup. The tabulation sheet reflects a breakdown of the cost per item/services and it is included as part of the backup documents.

The Review Committee which consisted of Mike Arnold, Roads-Stormwater Division; Mark Flomerfelt, Roads-Stormwater Division and Jeffrey Thurman, Roads-Stormwater Division, reviewed the submittals. The review was based on the proposed cost to the County, past performance and responsiveness of the Proposers. The Review Committee recommends the Board to award the project as follows:

Orlando Paving Corporation, Orlando – Part A
Asphalt Recycling, Inc., Melbourne Beach – Part B
Florida Highway Products, Inc., Bartow – Part B

Required services and materials shall be specifically enumerated, described and depicted in the Release Orders authorizing performance of the specific task. Authorization for performance of services by the selected Contractor(s) under this agreement shall be in the form of written Release Orders issued and executed by the County. Each project under Part B will be competed between the 2 selected Contractors and the award will be based on the overall cost of the project – specific tasks - and the schedule to deliver the required services.

These agreements shall take place on the date of their 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 estimated annual usage of these agreements is \$ 1,500,000.00 for Part A and \$1,300,000.00 for Part B

Public Works/Roads - Stormwater Division and Fiscal Services
Department/Purchasing and Contracts Division recommend the Board to award the project and authorize the County Manager to execute the Agreements as prepared by the County Attorney's Office and pursuant to the RFP documents.

BACKGROUND & RECOMMENDATIONS

The Roads-Stormwater Division of the Seminole County Public Works Department is responsible for construction, maintenance and repair of the County's roads and roads-related infrastructure, and the Division utilizes both in-house labor/equipment and outside contractors for such work.

The in-house work typically involves purchase of asphaltic concrete materials for road resurfacing, road repair, driveway connections, shoulder paving/repair, speed humps and other miscellaneous small paving projects. Under Part A of the subject contract, the Roads-Stormwater Division crews will pick up the asphaltic concrete materials required for a particular project from the asphalt plant, then transport those to the various work sites for placement.

The scope of the in-house work that can be undertaken is somewhat constrained to smaller jobs due to personnel, equipment and expertise limitations, so larger and broader scope projects dictate the use of paving contractors. Accordingly, Part A of the subject contract also provides for in-place services, i.e., road resurfacing that is undertaken and completed solely by a contractor and results in a totally finished product. However, there are times when road surfaces may need to be milled prior to resurfacing. Milling requires special equipment to remove the existing asphalt pavement, which must then be hauled from the work site and disposed. Part A of the subject contract also provides for these milling services.

The Roads-Stormwater Division has reviewed the submittals for the above discussed Part A services to be provided under the subject contract. Based upon cost, past performance and responsiveness, it is recommended that Part A be awarded to Orlando Paving Corporation, Orlando, Florida.

There are times when roads require more than just surface treatments such as those to be provided under the Part A services. In these instances, the road base course needs to be stabilized prior to any resurfacing operations. Stabilizing the base course requires specialized equipment to crush, pulverize and blend the existing base materials in-place, then introduce asphalt emulsion to the mix. This is a multi-pass operation that leads to a recycled, stabilized and finished base course ready for the subsequent surface paving. The services necessary to provide the finished base course are those to be provided under Part B of the subject contract.

Historically, Part A and Part B services have been provided by separate and distinct contractors. However, this subject procurement process was structured so that a single proposal or a joint-venture proposal including both Parts A and B could be submitted, thereby potentially leading to a lower overall cost proposal. Unfortunately, no bidders submitted proposals for both Parts A and B.

The Roads-Stormwater Division has also reviewed the submittals for the Part B services to be provided under the subject contract. The amount of work contemplated under this

Part B is extensive, and the completion of this work is time-sensitive. Accordingly, it is recommended that Part B be awarded to two contractors, i.e., Asphalt Recycling, Inc. of Melbourne Beach, and Florida Highway Products, Inc. of Bartow, based upon cost, past performance and responsiveness. Under this recommended multi-contractor award, the Roads-Stormwater Division will assign groups of roads to each contractor based upon overall costs, specific tasks, and the completion times to which each is able and willing to commit.

In summary, the Roads-Stormwater Division recommends that the Board award the subject contract as follows:

Part A: Orlando Paving Corporation, Orlando, Florida
Part B: Asphalt Recycling, Inc., Melbourne, Florida
and
Florida Highway Products, Inc., Bartow, Florida

**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-4242-05/GMG

RFP TITLE: Term Contract for A) Purchase of road construction products and related materials, in-place services and B) Asphalt Stabilization

Page 1 of 1

DUE DATE: March 2, 2005 at 2:00 P.M.

Criteria	Response 1	Response 2	Response 3	Response 4
		Asphalt Recycling, Inc. PO Box 510875 Melbourne Beach, FL 32951 (321) 632-6552 – Phone (321) 632-6395 – Fax Theodore Bitomski	Florida Highway Products, Inc. PO Box 928 Bartow, Florida 33830 (863) 533-7881 – Phone (863) 533-4404 – Fax Robert H. Maggard	The Middlesex Corporation One Spectacle Pond Road Littleton, MA 01460 (978) 742-4400 – Phone (978) 742-4434 – Fax Robert W Pereira II
Total Bid for Part A	No Bid	No Bid	\$4,018,825.00 (Revised)	\$3,550,692.70
Total Bid for Part B	\$1,574, 810.20	\$1,478,482.70 (Revised)	No Bid	No Bid
Addenda – Total of 2	1 of 2	2 of 2	2 of 2	2 of 2
Proposer's Certification	Yes	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes	Yes
Compliance with Public Records Law	Yes	Yes	Yes	Yes

Posted: 3/02/2005 (4:00 PM) by Betsy J. Cohen, Purchasing Supervisor

Recommendation of Award: TBD

(PART A)
**TERM CONTRACT FOR PURCHASE OF ROAD CONSTRUCTION PRODUCTS AND RELATED
MATERIALS AND IN-PLACE SERVICES, (RFP-4242-05/GMG)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ORLANDO PAVING CO.**, a division of Hubbard Construction Co., duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 547186, Orlando, Florida 32854-7186, hereinafter called the "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 the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide miscellaneous road construction services for Seminole County; and

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

WHEREAS, the CONTRACTOR is competent and qualified to provide various road construction products, related materials, and in-place services to the 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, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services and materials as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services and 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 the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the 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 that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY. 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. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by

the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the 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 compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the COUNTY for these materials and services.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the 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," the 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 the COUNTY to the 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, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Public Works/Roads - Stormwater
177 Bush Loop
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 the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) The 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 the 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 the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the 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 the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the 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 the CONTRACTOR

in performing this Agreement, whether completed or in process.

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

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the 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 the COUNTY in either 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 the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the 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 the 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. The 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. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the 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, the 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) The CONTRACTOR agrees that it will not contract for 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 the COUNTY.

(b) The 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, the 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 the 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, the CONTRACTOR must first secure the prior express written approval of the 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. The CONTRACTOR agrees to hold harmless, indemnify the 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 the CONTRACTOR.

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the 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). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the 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 the CONTRACTOR, the CONTRACTOR shall provide the 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, the CONTRACTOR shall, at the option of the 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 the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR 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: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the 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

the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the 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 the Agreement, the insurance shall become effective prior to the commencement of work by the 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) The CONTRACTOR's insurance shall cover the 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. The 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 the 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:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR'S insurance shall cover the 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 the 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	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the 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 the 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, the 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 the 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	\$500,000.00

(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 the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the 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 the CONTRACTOR, 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 the 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 55.1, "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 the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the 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 THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the 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 the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the 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 or 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 the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The 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 the 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 the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the 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, the 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the 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, with return receipt request-

ed, 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
177 Bush Loop
Sanford, FL 32773

FOR CONTRACTOR:

Orlando Paving Co., a division of Hubbard Construction Co.
P.O. Box 547186
Orlando, FL 32854-7186

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the 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 the COUNTY.

ORLANDO PAVING CO.

Witness

By: _____
R. WAYNE EVANS, Vice-President

Witness

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
3/11/05
rfp-4242 A

Attachments:

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

EXHIBIT A

<p>SUBMIT PROPOSALS TO:</p> <p>Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771</p> <p>Attn.: PURCHASING DIVISION</p>	<p align="center">REQUEST FOR PROPOSALS</p> <p align="center">and Proposer Acknowledgment</p>
<p>Contact: Gloria Garcia, CPPB 407-665-7123 – Phone 407-665-7956 - Fax ggarcia@seminolecountyfl.gov</p>	<p align="center">RFP-4242-05/GMG</p> <p align="center">Term Contract for: (A) Purchase of road construction products and related materials, in-place services and (B) asphalt base stabilization</p>
<p>Bid Due Date: March 2, 2005</p> <p>Bid Due Time: 2:00 P.M.</p>	<p>Location of Public Opening:</p> <p>County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771</p>
<p>Proposer Name: ORLANDO PAVING CO., A DIV. OF HUBBARD CONSTRUCTION CO.</p>	<p>Federal Employer ID Number or SS Number: 59-0594298</p>
<p>Mailing Address:</p> <p align="center">P.O. Box 547186</p>	<p>If returning as a "No Submittal", state reason (if so, return only this page):</p>
<p>City, State, Zip:</p> <p align="center">ORLANDO, FL. 32854-7186</p>	
<p>Type of Entity: (Circle one)</p> <p><input checked="" type="radio"/> Corporation Partnership <input type="radio"/> Proprietorship Joint Venture</p>	<p align="center"></p> <p align="center">Authorized Signature (Manual)</p>
<p>Incorporated in the State of: FLORIDA</p>	
<p>Telephone Number: 407 578-9779</p>	<p>Typed Name: R. Wayne Evans</p>
<p>Toll Free Telephone Number: (800)</p>	<p>Title: Sr. Vice President</p>
<p>Fax Number: 407 578-5</p>	<p>Date: 3-02-05</p>

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.

Section 4
Price Proposal

PROJECT: TERM CONTRACT FOR (A) PURCHASE OF ROAD CONSTRUCTION PRODUCTS AND RELATED MATERIALS, IN-PLACE SERVICES AND (B) ASPHALT BASE STABILIZATION

COUNTY CONTRACT NO. RFP-4242-05/GMG

Name of Proposer: ORLANDO PAVING CO., A DIV. OF
HUBBARD CONSTRUCTION CO.

Mailing Address: P.O. BOX 547186 ORLANDO, FL. 32854-7186

Street Address: 2451 REGENT AVE.

City/State/Zip: ORLANDO, FL 32804

Phone Number: (407) 578 9779

FAX Number: (407) 578 5251

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, 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, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary 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 Contract Documents, including Addenda Nos. 2 through 2-28-05, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid 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 the Insurance Certificates.

Required services and materials shall be specifically enumerated, described and depicted in the Release Orders authorizing performance of the specific task. Authorization for performance of services by the selected Contractor(s) under this agreement shall be in the form of written Release Orders issued and executed by the County.

Proposer(s) can propose on Part A, Part B or both Parts. The County reserves the right to award this project based on Part A, Part B or a combination of both parts.

Price Schedule for Part A:

Total Cost for Group I: \$ 2,438,507.50
 Total Cost for Group II: \$ 6,275.00
 Total Cost for Group III: \$ 75,800.00
 Total Cost for Group IV: \$ 21,432.50
 Total Cost for Group V: \$ 23,175.00
 Total Cost for Group VI: \$ 88,502.70
 Total Cost for Group VII: \$ 897,000.00

\$ 3,550,692.70

TOTAL AMOUNT OF BID – PART A:

THREE MILLION FIVE HUNDRED FIFTY THOUSAND, SIX HUNDRED NINETY-TWO AND 70/100'S
Numbers

Price Schedule for Part B:

Total Cost for Group VIII: \$ No Bid
 Total Cost for Group IX: \$ No Bid
 Total Cost for Group X: \$ No Bid
 Total Cost for Group XI: \$ No Bid

TOTAL AMOUNT OF BID – PART B:

No Bid
Numbers

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 2 day of MARCH, 2005.

ORLANDO PAVING CO., A DIV. OF
HUBBARD CONSTRUCTION CO.
(Name of PROPOSER)

R. Wayne Evans
(Signature of person signing FORM)

R. Wayne Evans
(Printed name of person signing FORM)
Sr. Vice President

(Title of person signing FORM)

PART A - ROAD CONSTRUCTION PRODUCTS AND RELATED MATERIALS AND IN-PLACE SERVICES (REVISED REQUIREMENTS)

Labor and Materials

Group I: Asphaltic Concrete, Surface Treatment and Friction Course in-place

Item #	Description	0-50 Tons/Job	51-150 Tons/Job	151-300 Tons/Job	Over 300 Tons/Job	Sum of Extended Cost
1-1	Type S-I Hot Mix Asphaltic Concrete	Estimated 150 Tons: \$ <u>122⁷⁵</u> /ton Total: \$ <u>18,412.50</u>	Estimated 450 Tons: \$ <u>80.00</u> /ton Total: \$ <u>36,000.00</u>	Estimated 2400 Tons \$ <u>67⁶⁵</u> /ton Total: \$ <u>162,360.00</u>	Estimated 25000 Tons: \$ <u>61⁵⁰</u> /ton Total: \$ <u>1,537,500.00</u>	\$ <u>1,754,272.⁵⁰</u>
1-2	Type S-III Hot Mix Asphaltic Concrete	Estimated 150 Tons: \$ <u>121⁵⁰</u> /ton Total: \$ <u>18,225.00</u>	Estimated 450 Tons: \$ <u>78⁶⁵</u> /ton Total: \$ <u>35,392.50</u>	Estimated 2000 Tons \$ <u>62⁸⁵</u> /ton Total: \$ <u>125,700.00</u>	Estimated 2000 Tons: \$ <u>60⁵⁰</u> /ton Total: \$ <u>121,000.00</u>	\$ <u>300,317.⁵⁰</u>
1-3	Type FC-2 Friction Course - Without GTR	Estimated 50 Tons: \$ <u>162²⁵</u> /ton Total: \$ <u>8,112.50</u>	Estimated 150 Tons: \$ <u>118⁰⁰</u> /ton Total: \$ <u>17,700.00</u>	Estimated 300 Tons \$ <u>87⁴⁰</u> /ton Total: \$ <u>26,220.00</u>	Estimated 2000 Tons: \$ <u>70¹⁵</u> /ton Total: \$ <u>140,300.00</u>	\$ <u>192,332.⁵⁰</u>
1-4	Type FC-3 Friction Course - Without GTR	Estimated 50 Tons: \$ <u>133⁴⁰</u> /ton Total: \$ <u>6,670.00</u>	Estimated 150 Tons: \$ <u>111³⁰</u> /ton Total: \$ <u>16,695.00</u>	Estimated 300 Tons \$ <u>86⁰⁰</u> /ton Total: \$ <u>25,800.00</u>	Estimated 2000 Tons: \$ <u>69⁰⁰</u> /ton Total: \$ <u>138,000.00</u>	\$ <u>187,165.⁰⁰</u>
1-5	Mobilization Charge for 24-hour emergency response (labor/equipment/materials)	Estimated 2: \$ <u>2210⁰⁰</u> /per time Total: \$ <u>4420.00</u>				\$ <u>4,420.00</u>
Total for Group I						\$ <u>2,438,507.⁵⁰</u>

Group II: Sand and Seal in-place

Item #	Description	0-1000 Sq Yd	1001-2000 Sq Yd	2001-3000 Sq Yd	Over 3000 Sq Yd	Sum of Extended Cost
2-1	Prime and Sand	Estimated 500 SY: \$ <u>0³⁵</u> /SY Total: \$ <u>175.00</u>	Estimated 1000 SY: \$ <u>0³⁵</u> /SY Total: \$ <u>350.00</u>	Estimated 2000 SY: \$ <u>0³⁵</u> /SY Total: \$ <u>700.00</u>	Estimated 3000 SY: \$ <u>0³⁵</u> /SY Total: \$ <u>1,050.00</u>	\$ 2275 ⁰⁰
2-2	Armor Coat	Estimated 500 SY: \$ <u>2⁰⁰</u> /SY Total: \$ <u>1,000.00</u>	\$ 4,000.00			
Total for Group II						\$ 6,275 ⁰⁰

Group III: Milling existing asphalt pavement in-place

Item #	Description	0-1000 Sq Yd	1001-2000 Sq Yd	2001-3000 Sq Yd	Over 3000 Sq Yd	Sum of Extended Cost
3-1	Milling in-place	Estimated 1000 SY: \$ <u>11⁰⁰</u> /SY/ln Total: \$ <u>11,000.00</u>	Estimated 1500 SY: \$ <u>4⁰⁰</u> /SY/ln Total: \$ <u>6,000.00</u>	Estimated 20,000 SY: \$ <u>245</u> /SY/ln Total: \$ <u>49,000.00</u>	Estimated 4,000 SY: \$ <u>245</u> /SY/ln Total: \$ <u>9,800.00</u>	\$ 75,800 ⁰⁰
Total for Group III						\$ 75,800.00

Group IV: Temporary Pavement Marking in-place

Item #	Description	Quantity	Sum of Extended Cost
4-1	Temporary Pavement Marking – Tape	Estimated 5000 LF: \$ <u>2²⁵</u> /LF Total: \$ <u>11,250.00</u>	\$ 11,250.00
4-2	Temporary Pavement Marking – Paint – Solid Stripe “4”	Estimated 5000 LF: \$ <u>0³⁵</u> /LF Total: \$ <u>1,750.00</u>	\$ 1,750.00
4-3	Temporary Pavement Marking – Paint – Skid Stripe “4”	Estimated 5000 LF: \$ <u>0²⁰</u> /LF Total: \$ <u>1,000.00</u>	\$ 1,000.00
4-4	Temporary Pavement Marking – Paint – Stop Bar	Estimated 50 each: \$ <u>76⁵⁵</u> /Each Total: \$ <u>3,827.50</u>	\$ 3,827.50
4-5	Temporary Pavement Marking – Paint – School Zone	Estimated 50 each: \$ <u>36⁰⁵</u> /Each Total: \$ <u>1802.50</u>	\$ 1,802.50
4-6	Temporary Pavement Marking – Paint - Rail Road Crossing	Estimated 50 each: \$ <u>36⁰⁵</u> /Each Total: \$ <u>1802.50</u>	\$ 1802.50
Total for Group IV			\$ <u>2,1432.⁵⁰</u>

Group V: Speed humps, miscellaneous small asphalt areas (driveways connectors, railroad crossings, etc.)

Item #	Description	Quantity	Sum of Extended Cost
5-1	Speed Humps (Approximately 6.9 tons each)	Estimated 100 Tons: \$ 145 ⁰⁰ /Tons Total: \$ 14,500.00	\$ 14,500.00
5-2	Manhole Ring Adjustment	Estimated 25 each: \$ 120 ⁰⁰ /Each Total: \$ 3,000.00	\$ 3,000.00
5-3	Water Valve or similar cover adjustment	Estimated 25 each: \$ 35 ⁰⁰ /Each Total: \$ 875.00	\$ 875.00
5-4	Place Pavement Reinforcement Fabric	Estimated 24000 SF: \$ 0 ²⁰ /SF Total: \$ 4,800.00	\$ 4,800.00
Total for Group V			\$ 23,175. ⁰⁰

Group VI: Placement of Asphalt products

Item #	Description	0-50 Sq Yds	51-100 Sq Yds	101-200 Sq Yds	Over 200 Sq Yds	Total for Each Item
6-1	Textured Asphalt Pavement (Four Coats)	Estimated 100 SY: \$ <u>81¹⁰</u> /SY Total: \$ <u>8,110.00</u>	Estimated 100 SY: \$ <u>81¹⁰</u> /SY Total: \$ <u>8110.00</u>	Estimated 100 SY: \$ <u>81¹⁰</u> /SY Total: \$ <u>8110.00</u>	Estimated 300 SY: \$ <u>66⁴⁵</u> /SY Total: \$ <u>19,935.00</u>	\$ 44,265.00
6-2	Street Bond SP 150E Base	Estimated 100 SY: \$ <u>50⁷⁰</u> /SY Total: \$ <u>5070.00</u>	Estimated 100 SY: \$ <u>39⁵⁵</u> /SY Total: \$ <u>3955.00</u>	Estimated 100 SY: \$ <u>39⁵⁵</u> /SY Total: \$ <u>3955.00</u>	Estimated 300 SY: \$ <u>30⁴⁰</u> /SY Total: \$ <u>9120.00</u>	\$ 22,100.00
6-3	Street Bond SP 150E Base	Estimated 100 SY: \$ <u>50⁷⁰</u> /SY Total: \$ <u>5070.00</u>	Estimated 100 SY: \$ <u>39⁵⁵</u> /SY Total: \$ <u>3955.00</u>	Estimated 100 SY: \$ <u>39⁵⁵</u> /SY Total: \$ <u>3955.00</u>	Estimated 300 SY: \$ <u>30⁴⁰</u> /SY Total: \$ <u>9120.00</u>	\$ 22,100.00
6-4	Additional Coats	\$ <u>12⁷⁰</u> /Each Total: \$ <u>12⁷⁰</u>	\$ <u>10⁰⁰</u> /Each Total: \$ <u>10⁰⁰</u>	\$ <u>7⁶⁵</u> /Each Total: \$ <u>7⁶⁵</u>	\$ <u>7³⁵</u> /Each Total: \$ <u>7²⁵</u>	\$ 37.70
Total for Group VI						\$ <u>88,502.70</u>

Revised - Addendum #2 - 2/28/2005

Materials Only

Group VII: Asphaltic materials (materials only)

Item #	Description	FOB Plant	FOB Job Site
7-1	Type S-1 – Hot Mix Asphaltic Concrete	Estimated 5000 Tons: \$ <u>39³⁵</u> /Ton Total: \$ <u>194,750.00</u>	Estimated 5000 Tons: \$ <u>46²⁵</u> /Ton Total: \$ <u>231,250.00</u>
7-2	Type S-III – Hot Mix Asphaltic Concrete	Estimated 4000 Tons: \$ <u>40⁷⁵</u> /Ton Total: \$ <u>163,000.00</u>	Estimated 4000 Tons: \$ <u>47⁶⁵</u> /Ton Total: \$ <u>190,600.00</u>
7-3	Type FC-3 – Friction Course	Estimated 1000 Tons: \$ <u>47⁹⁵</u> /Ton Total: \$ <u>47,950.00</u>	Estimated 1000 Tons: \$ <u>54⁸⁵</u> /Ton Total: \$ <u>54,850.00</u>
7-4	Asphalt Milling Material	Estimated 800 Tons: \$ <u>12⁰⁰</u> /Ton Total: \$ <u>9,600.00</u>	Estimated 200 Tons: \$ <u>15⁰⁰</u> /Ton Total: \$ <u>3,000.00</u>
Sum of Extended Cost		\$ <u>417,300.00</u>	\$ <u>479,700.00</u>
Total for Group VII			\$ <u>897,000.00</u>

EXHIBIT B

PURCHASE ORDER
PURCHASING AND CONTRACTS DIVISION
SEMINOLE COUNTY GOVERNMENT
1101 EAST 1ST STREET, ROOM 3208
SANFORD, FL 32771-1468
OFFICE (407) 665-7116
FAX (407) 665-7956

03/22/05
Page - 1
Order Number 12501 000 OP

Shipped From:

Branch/Plant:
Requestor:

Ship To:

Delivery: On an as needed basis

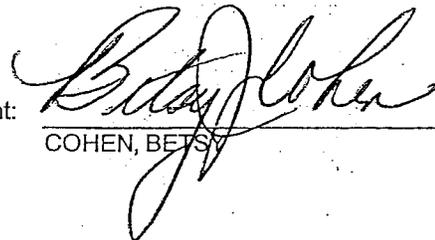
Ship prepaid add freight to invoice
Division contact for the order is Deana Brown at 407.665.1003

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No	Ty
1.000	0	Release Order A/B-3006-00/JVP		EA	.0000	3,900.00	00006714	OR
						140200.530520		

Release Order for uniform shirts and pants in accordance with terms and conditions of A/B-3006-00/JVP -
Term Contract for Athletic Wear for a period ending 11/2005. Order to be placed on an as needed basis.

3,900.00 *** Total Order

Purchasing Agent:



COHEN, BETSY

(PART B)
TERM CONTRACT FOR ASPHALT BASE STABILIZATION AND RELATED SERVICES,
(RFP-4242-05/GMG)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ASPHALT RECYCLING, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 510875, Melbourne Beach, Florida 32951, hereinafter called the "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 the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide asphalt base stabilization and related services for Seminole County; and

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

WHEREAS, the CONTRACTOR is competent and qualified to provide asphalt base stabilization and related services to the 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, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services and materials as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services and 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 the COUNTY to place any orders for

work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the 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 that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY. 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. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so. The COUNTY Representative will give both CONTRACTORS the opportunity to submit a quote for each job. Each job will be awarded based on the total cost and Contractor's

ability to provide services within the expected time period.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the 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 compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the COUNTY for these materials and services.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the 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," the 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 the COUNTY to the 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, the name and address of the CONTRACTOR,

Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Public Works/Roads - Stormwater
177 Bush Loop
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 the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) The 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 the 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 the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the 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 the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to

the 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 the CONTRACTOR in performing this Agreement, whether completed or in process.

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

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the 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 the COUNTY in either 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 the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the 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 the 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. The 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. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the 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, the 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) The CONTRACTOR agrees that it will not contract for 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 the COUNTY.

(b) The 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, the 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 the 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, the CONTRACTOR must first secure the prior express written approval of the 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. The CONTRACTOR agrees to hold harmless, indemnify the 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 the CONTRACTOR.

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the 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). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the 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 the CONTRACTOR, the CONTRACTOR shall provide the 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, the CONTRACTOR shall, at the option of the 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 the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR 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: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the

requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the 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 the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the 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 the Agreement, the insurance shall become effective prior to the commencement of work by the 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) The CONTRACTOR's insurance shall cover the 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. The 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 the 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:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the 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 the 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	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the 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 the 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, the 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 the 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	\$500,000.00

(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 the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the 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 the CONTRACTOR, 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 the 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 55.1, "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 the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the 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 THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the 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 the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the 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 or 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 the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The 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 the 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 the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the 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, the 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the 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, with 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
177 Bush Loop
Sanford, FL 32773

FOR CONTRACTOR:

Asphalt Recycling, Inc.
P.O. Box 510875
Melbourne Beach, FL 32951

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the 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 the COUNTY.

ATTEST:

ASPHALT RECYCLING, INC.

Secretary
(CORPORATE SEAL)

By: _____
THEODORE BITOMSKI, President
Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
3/11/05
rfp-4242

Attachments:

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

Section 4
Price Proposal

PROJECT: TERM CONTRACT FOR (A) PURCHASE OF ROAD CONSTRUCTION PRODUCTS AND RELATED MATERIALS, IN-PLACE SERVICES AND (B) ASPHALT BASE STABILIZATION

COUNTY CONTRACT NO. RFP-4242-05/GMG

Name of Proposer: Asphalt Recycling Inc.
Mailing Address: P.O. Box 510875
Street Address: 123 Windemere Place
City/State/Zip: Melbourne Beach FL 32951
Phone Number: (321) 632-6552
FAX Number: (321) 632-6395

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, 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, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary 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 Contract Documents, including Addenda Nos. 1 through 3 pages, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid 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 the Insurance Certificates.

Required services and materials shall be specifically enumerated, described and depicted in the Release Orders authorizing performance of the specific task. Authorization for performance of services by the selected Contractor(s) under this agreement shall be in the form of written Release Orders issued and executed by the County.

Proposer(s) can propose on Part A, Part B or both Parts. The County reserves the right to award this project based on Part A, Part B or a combination of both parts.

Price Schedule for Part A:

Total Cost for Group I: \$ _____
 Total Cost for Group II: \$ _____
 Total Cost for Group III: \$ _____
 Total Cost for Group IV: \$ _____
 Total Cost for Group V: \$ _____
 Total Cost for Group VI: \$ _____
 Total Cost for Group VII: \$ _____

TOTAL AMOUNT OF BID – PART A: _____
 Numbers

Price Schedule for Part B:

Total Cost for Group VIII: \$ 768500
 Total Cost for Group IX: \$ 570010.20
 Total Cost for Group X: \$ 136800
 Total Cost for Group XI: \$ 99500

TOTAL AMOUNT OF BID – PART B: \$ 1574810.20
 Numbers

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 23 day of Feb, 2005.

Asphalt Recycling Inc
 (Name of PROPOSER)

Theodore Bitomski
 (Signature of person signing FORM)

Theodore Bitomski
 (Printed name of person signing FORM)

president
 (Title of person signing FORM)

PART B - ASPHALT BASE STABILIZATION

Group VIII: Mix In-Place Road Recycling

Item #	Description	0-500 Sq Yds	501-2000 Sq Yds	2001-3500 Sq Yds	Over 3500 Sq Yds	Sum of Extended Cost
8-1	Asphalt Base Stabilization	Estimated 12,000 SY: \$ <u>2.35</u> /SY Total: \$ <u>28200</u>	Estimated 35,000 SY: \$ <u>2.35</u> /SY Total: \$ <u>82250</u>	Estimated 40,000 SY: \$ <u>2.35</u> /SY Total: \$ <u>94000</u>	Estimated 90,000 SY: \$ <u>2.35</u> /SY Total: \$ <u>211500</u>	\$ <u>415950.00</u>
8-2	Excavation & hauling of excess material to County specified location	Estimated 5,000 CY: \$ <u>7.50</u> /SY Total: \$ <u>37500</u>				\$ <u>37500.00</u>
8-3	Supply machine to blend and oil inject only	Estimated 3,500 CY: \$ <u>.304</u> /SY Total: \$ <u>1050</u>				\$ <u>1050.00</u>
8-4	Asphalt Emulsion - (AE 200 or PABS)	Estimated 140,000 GAL: \$ <u>1.10</u> /Each Total: \$ <u>154000</u>				\$ <u>154000.00</u>
8-5	Additional charge per square yard for soil cement	Estimated 40,000 SY: \$ <u>.40</u> /Each Total: \$ <u>16000</u>				\$ <u>16000.00</u>
8-6	Portland cement	Estimated 1,200 Tons: \$ <u>120</u> /Each Total: \$ <u>144000</u>				\$ <u>144000.00</u>
Total for Group VIII						\$ <u>768500</u>

Group IX – Shoulder Excavation and Base Preparation

Item	Description	Estimated quantities	Extended Cost
9-1	Excavation and preparation 4.5 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.75 /SY	\$ 95 000.00
9-1a	Price per each additional inch of depth	1 inch \$ 1.70 /Each	\$ 1.70
9-2	Excavation and preparation 6.5 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.75 /SY	\$ 95 000.00
9-2a	Price per each additional inch of depth	1 inch \$ 1.70 /Each	\$ 1.70
9-3	Excavation and preparation 10 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.75 /SY	\$ 95 000.00
9-3a	Price per each additional inch of depth	1 inch \$ 1.70 /Each	\$ 1.70
9-4	Excavation and preparation 11 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.75 /SY	\$ 95 000.00
9-4a	Price per each additional inch of depth	1 inch \$ 1.70 /Each	\$ 1.70
9-5	Excavation and preparation 12 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.75 /SY	\$ 95 000.00
9-5a	Price per each additional inch of depth	1 inch \$ 1.70 /Each	\$ 1.70
9-6	Excavation and preparation 13 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.75 /SY	\$ 95 000.00
9-6a	Price per each additional inch of depth	1 inch \$ 1.70 /Each	\$ 1.70
Total for Group IX			\$ 570010.20

Group X – Miscellaneous

Item	Description	Estimated quantities	Extended Cost
10-1	Adjust manhole castings	Estimated 20 Each: \$ 200 /Each	\$ 4000
10-2	Adjust catch basins	Estimated 20 Each: \$ 50 /Each	\$ 1000
10-3	Adjust water gates	Estimated 20 Each: \$ 50 /Each	\$ 1000
10-4	Outside sources of road materials to get the required modified Marshall Stability (limerock, asphalt rap, or Coquina Base Rock)	Estimated 5,000 Tons: \$ 10.00 /Ton	\$ 50000
10-5	Haul and spread material from designated site to project	Estimated 20,000 CY: \$ 4.00 /CY	\$ 80000
10-6	Variable message board (Per day)	Estimated 5 days: \$ 80 /Each	\$ 400
10-7	Additional flagging personnel, with radio communication (Per Person Per hour)	Estimated 20 Hours: \$ 20 /Each	\$ 400
Total for Group X			\$ 136800

Group XI – Excavation and Preparation of Shoulder for Sod/Seed

Item	Description	Estimated quantities	Extended Cost
11-1	Excavation and preparation 0-6" depth	Estimated 75,000 SY: \$ 1.20 /SY	\$ 90000.00
11-2	Excavation and preparation 6" and greater in depth	Estimated 5,000 SY: \$ 1.90 /SY	\$ 9500.00
Total for Group XI			\$ 99500.00

EXHIBIT B

PURCHASE ORDER
PURCHASING AND CONTRACTS DIVISION
SEMINOLE COUNTY GOVERNMENT
1101 EAST 1ST STREET, ROOM 3208
SANFORD, FL 32771-1468
OFFICE (407) 665-7116
FAX (407) 665-7956

03/22/05
Page - 1
Order Number 12501 000 OP

Shipped From:

Branch/Plant:
Requestor:

Ship To:

Delivery: On an as needed basis

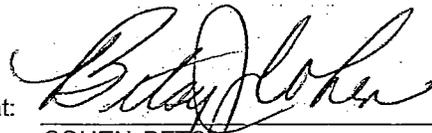
Ship prepaid add freight to invoice
Division contact for the order is Deana Brown at 407.665.1003

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No	Ty
1.000	0	Release Order A/B-3006-00/JVP		EA	.0000	3,900.00	00006714	OR
						140200.530520		

Release Order for uniform shirts and pants in accordance with terms and conditions of A/B-3006-00/JVP -
Term Contract for Athletic Wear for a period ending 11/2005. Order to be placed on an as needed basis.

3,900.00 *** Total Order

Purchasing Agent:


COHEN, BETSY

(PART B)
TERM CONTRACT FOR ASPHALT BASE STABILIZATION AND RELATED SERVICES,
(RFP-4242-05/GMG)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **FLORIDA HIGHWAY PRODUCTS, INC.** duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 928, Bartow, Florida 33831, hereinafter called the "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 the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide asphalt base stabilization and related services for Seminole County; and

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

WHEREAS, the CONTRACTOR is competent and qualified to provide asphalt base stabilization and related services to the 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, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services and materials as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services and 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 the COUNTY to place any orders for

work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the 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 that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY. 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. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so. The COUNTY Representative will give both CONTRACTORS the opportunity to submit a quote for each job. Each job will be awarded based on the total cost and Contractor's

ability to provide services within the expected time period.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the 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 compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the COUNTY for these materials and services.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the 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," the 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 the COUNTY to the 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, the name and address of the CONTRACTOR,

Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Public Works/Roads - Stormwater
177 Bush Loop
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 the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) The 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 the 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 the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the 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 the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to

the 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 the CONTRACTOR in performing this Agreement, whether completed or in process.

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

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the 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 the COUNTY in either 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 the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the 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 the 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. The 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. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the 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, the 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) The CONTRACTOR agrees that it will not contract for 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 the COUNTY.

(b) The 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, the 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 the 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, the CONTRACTOR must first secure the prior express written approval of the 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. The CONTRACTOR agrees to hold harmless, indemnify the 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 the CONTRACTOR.

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the 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). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the 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 the CONTRACTOR, the CONTRACTOR shall provide the 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, the CONTRACTOR shall, at the option of the 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 the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR 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: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the

requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the 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 the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the 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 the Agreement, the insurance shall become effective prior to the commencement of work by the 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) The CONTRACTOR's insurance shall cover the 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. The 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 the 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:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the 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 the 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	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the 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 the 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, the 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 the 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	\$500,000.00

(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 the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the 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 the CONTRACTOR, 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 the 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 55.1, "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 the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the 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 THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the 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 the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the 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 or 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 the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The 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 the 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 the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the 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, the 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the 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, with 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
177 Bush Loop
Sanford, FL 32773

FOR CONTRACTOR:

Florida Highway Products, Inc.
P.O. Box 928
Bartow, FL 33831

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the 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 the COUNTY.

ATTEST:

FLORIDA HIGHWAY PRODUCTS, INC.

Secretary
(CORPORATE SEAL)

By: _____
ROBERT H. MAGGARD, Vice-President

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
3/11/05
rfp-4242 FL HWY

Attachments:

Exhibit "A"- Scope of Services

Exhibit "B"- Sample Purchase Order

Section 4
Price Proposal

PROJECT: TERM CONTRACT FOR (A) PURCHASE OF ROAD CONSTRUCTION PRODUCTS
AND RELATED MATERIALS, IN-PLACE SERVICES AND (B) ASPHALT BASE
STABILIZATION

COUNTY CONTRACT NO. RFP-4242-05/GMG

Name of Proposer: FLORIDA HIGHWAY PRODUCTS, INC.

Mailing Address: P.O. Box 928

Street Address: 3900 U.S. HWY 17 N.

City/State/Zip: BARTOW FL 33830-0928

Phone Number: (863) 533-7881

FAX Number: (863) 533-4404

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, 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, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary 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 Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid 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 the Insurance Certificates.

Required services and materials shall be specifically enumerated, described and depicted in the Release Orders authorizing performance of the specific task. Authorization for performance of services by the selected Contractor(s) under this agreement shall be in the form of written Release Orders issued and executed by the County.

Proposer(s) can propose on Part A, Part B or both Parts. The County reserves the right to award this project based on Part A, Part B or a combination of both parts.

Price Schedule for Part A:

Total Cost for Group I: \$ _____
 Total Cost for Group II: \$ _____
 Total Cost for Group III: \$ _____
 Total Cost for Group IV: \$ _____
 Total Cost for Group V: \$ _____
 Total Cost for Group VI: \$ _____
 Total Cost for Group VII: \$ _____

NO BID

TOTAL AMOUNT OF BID – PART A:

Numbers

Price Schedule for Part B:

Total Cost for Group VIII: \$ 722,575.00
 Total Cost for Group IX: \$ 480,000.00
 Total Cost for Group X: \$ 190,900.00
 Total Cost for Group XI: \$ 85,000.00

TOTAL AMOUNT OF BID – PART B:

\$1,478,475.00

Numbers

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 2 day of MARCH, 2005.

FLORIDA HIGHWAY PRODUCTS, INC.
(Name of PROPOSER)

Robert H. Maggard
(Signature of person signing FORM)

ROBERT H MAGGARD
(Printed name of person signing FORM)

VICE-PRESIDENT
(Title of person signing FORM)

PART B - ASPHALT BASE STABILIZATION

Group VIII: Mix-In-Place Road Recycling

Item #	Description	0-500 Sq Yds	501-2000 Sq Yds	2001-3500 Sq Yds	Over 3500 Sq Yds	Sum of Extended Cost
8-1	Asphalt Base Stabilization	Estimated 12,000 SY: \$ 2.35 /SY Total: \$ <u>28,200.00</u>	Estimated 35,000 SY: \$ 2.35 /SY Total: \$ <u>82,250.00</u>	Estimated 40,000 SY: \$ 2.35 /SY Total: \$ <u>94,000.00</u>	Estimated 90,000 SY: \$ 2.35 /SY Total: \$ <u>211,500.00</u>	\$ 415,950.00
8-2	Excavation & hauling of excess material to County specified location	Estimated 5,000 CY: \$ 4.00 /SY Total: \$ <u>20,000.00</u>				\$ 20,000.00
8-3	Supply machine to blend and oil inject only	Estimated 3,500 CY: \$ 0.75 /SY Total: \$ <u>2625.00</u>				\$ 2625.00
8-4	Asphalt Emulsion - (AE 200 or PABS)	Estimated 140,000 GAL: \$ 1.10 /Each Total: \$ <u>154,000.00</u>				\$ 154,000.00
8-5	Additional charge per square yard for soil cement	Estimated 40,000 SY: \$ 0.25 /Each Total: \$ <u>10,000.00</u>				\$ 10,000.00
8-6	Portland cement	Estimated 1,200 Tons \$ 100.00 /Each Total: \$ <u>120,000.00</u>				\$ 120,000.00
Total for Group VIII						\$ 722,575.00

Group IX – Shoulder Excavation and Base Preparation

Item	Description	Estimated quantities	Extended Cost
9-1	Excavation and preparation 4.5 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.00 /SY	\$ 80,000.00
9-1a	Price per each additional inch of depth	1 inch \$ 1.25 /Each	\$
9-2	Excavation and preparation 6.5 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.00 /SY	\$ 80,000.00
9-2a	Price per each additional inch of depth	1 inch \$ 1.20 /Each	\$
9-3	Excavation and preparation 10 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.00 /SY	\$ 80,000.00
9-3a	Price per each additional inch of depth	1 inch \$ 1.20 /Each	\$
9-4	Excavation and preparation 11 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.00 /SY	\$ 80,000.00
9-4a	Price per each additional inch of depth	1 inch \$ 1.20 /Each	\$
9-5	Excavation and preparation 12 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.00 /SY	\$ 80,000.00
9-5a	Price per each additional inch of depth	1 inch \$ 1.20 /Each	\$
9-6	Excavation and preparation 13 feet wide at 5" depth	Estimated 20,000 SY: \$ 4.00 /SY	\$ 80,000.00
9-6a	Price per each additional inch of depth	1 inch \$ 1.20 /Each	\$
Total for Group IX			\$ 480,000.00

Group X – Miscellaneous

Item	Description	Estimated quantities	Extended Cost
10-1	Adjust manhole castings	Estimated 20 Each: \$ 300.00 /Each	\$ 6000.00
10-2	Adjust catch basins	Estimated 20 Each: \$ 100.00 /Each	\$ 2000.00
10-3	Adjust water gates	Estimated 20 Each: \$ 100.00 /Each	\$ 2000.00
10-4	Outside sources of road materials to get the required modified Marshall Stability (limerock, asphalt rap, or Coquina Base Rock)	Estimated 5,000 Tons: \$ 12.00 /Ton	\$ 60,000.00
10-5	Haul and spread material from designated site to project	Estimated 20,000 CY: \$ 6.00 /CY	\$ 120,000.00
10-6	Variable message board (Per day)	Estimated 5 days: \$ 100.00 /Each	\$ 500.00
10-7	Additional flagging personnel, with radio communication (Per Person Per hour)	Estimated 20-Hours: \$ 20.00 /Each	\$ 400.00
Total for Group X			\$ 190,900.00

Group XI – Excavation and Preparation of Shoulder for Sod/Seed

Item	Description	Estimated quantities	Extended Cost
11-1	Excavation and preparation 0-6" depth	Estimated 75,000 SY: \$ 1.00 /SY	\$ 75,000.00
11-2	Excavation and preparation 6" and greater in depth	Estimated 5,000 SY: \$ 2.00 /SY	\$ 10,000.00
Total for Group XI			\$ 85,000.00

EXHIBIT B

PURCHASE ORDER
PURCHASING AND CONTRACTS DIVISION
SEMINOLE COUNTY GOVERNMENT
1101 EAST 1ST STREET, ROOM 3208
SANFORD, FL 32771-1468
OFFICE (407) 665-7116
FAX (407) 665-7956

03/22/05
Page - 1
Order Number 12501 000 OP

Shipped From:

Branch/Plant:
Requestor:

Ship To:

Delivery: On an as needed basis

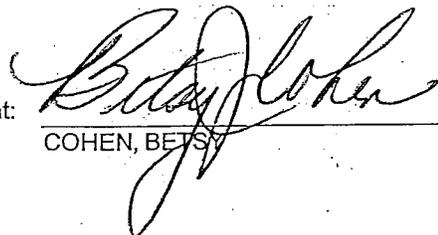
Ship prepaid add freight to invoice
Division contact for the order is Deana Brown at 407.665.1003

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No	Ty
1.000	0	Release Order A/B-3006-00/JVP		EA	.0000	3,900.00	00006714	OR
						140200.530520		

Release Order for uniform shirts and pants in accordance with terms and conditions of A/B-3006-00/JVP -
Term Contract for Athletic Wear for a period ending 11/2005. Order to be placed on an as needed basis.

3,900.00 *** Total Order

Purchasing Agent:


COHEN, BETSY