

## **BIDS**

**15. Revoke Approval of Amendment #3 to IFB-3059-02/GG – Term Contract for Purchase of FDOT Limerock to Bedrock Resources, Inc., Ocala (Revoke BCC Approval).**

On February 22, 2005, the Board of County Commissioners approved Amendment #3 to IFB-3059-02/GG – Term Contract for Purchase of FDOT Limerock to Bedrock Resources, Inc., Ocala.

Amendment #3 provided for a price schedule increase of \$1.65 per ton in all items due to the escalations in costs associated with the materials, fuel and transportation. The Amendment document was forwarded to the Contractor for signatures, but was never executed by Bedrock Resources, Inc. After a number of follow-up calls, the Contractor determined that they were no longer able to haul and deliver the limerock product to the County under the conditions of the contract and the amendment. A Mutual Termination Agreement was signed and executed on July 29, 2005. The solicitation was re-issued and a new contract will be in place on or before September 1, 2005.

Public Works/Roads-Stormwater Division and Fiscal Services/Purchasing and Contracts recommend the Board to revoke the approval of Amendment #3.

MUTUAL TERMINATION OF TERM CONTRACT FOR PURCHASE OF FDOT 911 LIMEROCK  
(IFB-3059-02/GG)

THIS MUTUAL TERMINATION of Agreement is made and entered into this 29 day of July, 2005, by and between **BEDROCK RESOURCES**, whose address is 2441 East Fort King Street, Suite 202, Ocala, Florida 34471, 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, on April 7, 2003, the parties executed a Term Contract for Purchase of FDOT 911 Limerock; and

WHEREAS, the CONTRACTOR is no longer able to haul the limerock product to the COUNTY under the conditions of the Contract; and

WHEREAS, the COUNTY is amenable to termination of the Contract with the CONTRACTOR,

NOW, THEREFORE,

1. The CONTRACTOR and the COUNTY hereby agree that the Term Contract for Purchase of FDOT 911 Limerock executed on April 7, 2003 is hereby terminated.

2. The CONTRACTOR agrees that no payment is due under said Contract and all services performed to date by the CONTRACTOR have been invoiced and paid.

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

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY *Carolyn Cohen*  
DEPUTY CLERK

Rachael G. Lanker  
Witness

Amenda Glennard  
Witness

BEDROCK RESOURCES

By: Darryl C. Lanker, Pres.  
DARRYL C. LANKER

Date: July 25, 2005

WITNESSES:

[Signature]  
[Signature]

SEMINOLE COUNTY, FLORIDA

By: [Signature]  
BETSY COHEN, Purchasing Supervisor

Date: 7/27/05

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

[Signature]  
County Attorney  
AC/lpk  
6/16/05  
ifb-3059 termination

As authorized by Section 330.3,  
Seminole County Administrative  
Code.

**THIRD AMENDMENT TO TERM CONTRACT FOR PURCHASE OF FDOT 911 LIMEROCK  
(IFB-3059-02/GG)**

**THIS THIRD AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 7<sup>th</sup> day of April, 2003, as amended on July 16, 2003 and on July 21, 2004, between **BEDROCK RESOURCES**, whose address is 1610 SW 17<sup>th</sup> Street, Ocala, Florida 34474, hereinafter referred to as "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 referred to as "COUNTY".

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

**WHEREAS**, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on April 7, 2003, as amended on July 16, 2003 and on July 21, 2004, for purchase of FDOT 911 Limerock; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 21 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Exhibit "A" of the Agreement is amended by the increase of ONE AND 65/100 DOLLARS (\$1.65) per ton for all contracted items, as indicated on Exhibit "A" attached hereto.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

BEDROCK RESOURCES

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
DARRYL C. LANKER, 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  
2/3/05  
3m-afb-3059

**IFB-3059-02/GMG**  
**Term Contract for the Purchase of FDOT 911 Limerock**

**Price Schedule History**

**Price per Ton**

ITEM	DESCRIPTION/ FDOT 911	ORIGINAL CONTRACT 4/7/2003	AMENDMENT #1 7/16/2003  (.03% Increase)	AMENDMENT #2 7/21/2004  (.04% Increase)	PROPOSED INCREASE FOR AMENDMENT #3  (18% Increase)
1.	Limerock Base FOB Sanford	\$8.10	\$8.35	\$8.70	\$10.27
2.	Limerock Base FOB Oviedo	\$8.35	\$8.60	\$8.95	\$10.56
3.	Limerock Base FOB Job Site within 75 miles of shipping point	\$8.25	\$8.50	\$8.85	\$10.44
4.	Limerock Base FOB Job Site, 75 miles or more from shipping point	\$8.50	\$8.75	\$9.10	\$10.74
5.	Limerock Stabilizer FOB Sanford	\$8.25	\$8.50	\$8.85	\$10.44
6.	Limerock Stabilizer FOB Oviedo	\$8.65	\$8.90	\$9.25	\$10.92
7.	Limerock Stabilizer FOB Job Site within 75 miles of shipping point	\$8.40	\$8.65	\$9.00	\$10.62
8.	Limerock Stabilizer FOB Job Site, 75 miles or more from shipping point	\$8.85	\$9.10	\$9.45	\$11.15