

REQUEST FOR PROPOSALS

37. Award RFP-1248-06/BHJ – Central Transfer Station Truck Wash Metal Building Repair to McKee Construction Company of Sanford (Fixed Fee Amount of \$155,805.46).

RFP-1248-06/BHJ will provide for a qualified, licensed metal building contractor to determine repairs necessary to restore the Central Transfer Station (CTS) Truck Wash Building, perform the needed repairs, and provide engineered drawings for the CTS Metal Truck Wash Building.

County staff observed that the metal truck wash building was suffering rust and deterioration in certain components, requiring rehabilitation to maintain the buildings usability. Through market research, staff determined that metal building constructors were best qualified to evaluate the structure and determine what components needed to be replaced, and these firms were also best qualified to determine the approach to the needed work.

For the CTS Truck Wash Building repair, the County solicited proposals from firms qualified to rehabilitate the existing metal building. This project was publicly advertised and the County received two (2) submittals (listed in alphabetical order):

- McKee Construction Company (Sanford, FL)
- Pro Steel Construction, Inc. (Port Orange, FL)

The Evaluation Committee, which consisted of David Gregory, Manager, Solid Waste Division/Environmental Services Department; Carol Hunter, Principal Engineer, PEI Division/ Environmental Services Department; Rich Meinert, Program Manager, Solid Waste Division/Environmental Services Department; Scott Werley, Construction Manager, Facilities Maintenance Division/Administrative Services Department evaluated the submittals.

The evaluation was based on the following criteria:

- Experience with Similar Projects (34%)
- Project Approach and Project Completion (33%)
- Price Proposal (33%)

Pro Steel's proposal included removal and replacement of all of the building's wall and roof panels because color matching new panels would be difficult. Pro Steel's proposal also addressed replacement of three structural members, and installation of protective bollards. Other items included in the Request for Proposal were addressed by Pro Steel.

McKee Construction offered a more detailed proposal. McKee proposed to replace only needed panels and three structural members. Using the savings realized from this approach, McKee offered alternative items that the review team believes offer real value to restoring the building to full use, including resealing interior block walls and installation of new blast and ventilation fans.

The Evaluation Committee recommends that Board award the contract to the top ranked, responsive, responsible Proposer, McKee Construction Company; Sanford. Overall, the evaluation committee believes that McKee construction offered the best value proposal to the County.

The amount for this agreement is \$155,805.46. This is a budgeted project and funds are available in account number 40201.169100 CIP #00245001. Environmental Services/Solid Waste Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the Agreement as prepared and approved by the County Attorney's Office.

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

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

RFP NUMBER: RFP-1248-06/BHJ

RFP TITLE: Central Transfer Station Truck Wash Metal Building Repair

DUE DATE: October 11, 2006, 2:00 P.M.

PAGE: 1 of 1

	Response 1			
INFORMATION PROVIDED IN RESPONSE	McKee Construction Co. 790 Monroe Road Sanford, FL 32771	Pro Steel Construction, Inc. P.O. Box 290568 Port Orange, FL 32129		
	Robert Vonherbulis, Pres. 407-323-1150 PH 407-323-9304 FX	Joseph Dunn, Pres. 386-566-3766 PH 386-274-1011 FX		

OPENED and TABULATED BY:
POSTED:

B. Johnson, Sr. Contracts Analyst
10/11/2006, 2:00 PM

Evaluation Meeting:

November 3, 2006, 1:30 pm at the CTS Conference Room, State Road 419, Longwood, FL 32750.

RECOMMENDATION OF AWARD:

McKee Construction Co.

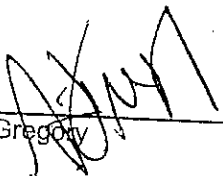
RECOMMENDATION TO BOARD:

December 12, 2006

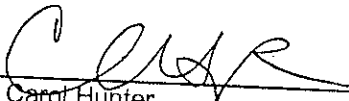
EVALUATION RANKINGS
RFP-1248-06/BHJ - CTS Truck Wash Metal Building Repair

Vendor	D. Gregory	C. Hunter	R. Meinert	S. Werley	Total Points	Ranking
McKee Construction Co.	1	1	2	1	5	1
Pro Steel Construction, Inc.	2	2	1	2	7	2

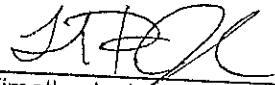
The Evaluation Committee Recommends:
 McKee Construction Co.



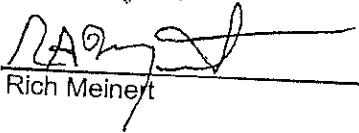
 David Gregory



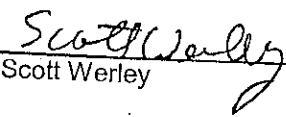
 Carol Hunter



 Timothy Jecks



 Rich Meinert



 Scott Werley

RFP-1248-06/BHJ – Central Transfer Station Truck Wash Metal Building Repair

SUBMITTAL COMPANY NAME: McKee Construction Co.

QUALIFICATION COMMITTEE MEMBER: Carl Hunter

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Similar Projects (34%)

Score 34
(0-34)

Criteria: Project Approach & Project Completion (33%)

VERY COMPREHENSIVE

Score 33
(0-33)

Criteria: Price Proposal (33 %)

Score 30.9
(0-33)

Total Score 97.9
(0-100)

Rank 1

RFP-1248-06/BHJ – Central Transfer Station Truck Wash Metal Building Repair

SUBMITTAL COMPANY NAME: Pro Steel Construction, Inc.

QUALIFICATION COMMITTEE MEMBER: Carol Hunter

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Similar Projects (34%)

Score 34
(0-34)

Criteria: Project Approach & Project Completion (33%)

MISSING ELABORATION

Score 30
(0-33)

Criteria: Price Proposal (33 %)

Score 33
(0-33)

Total Score 97
(0-100)

Rank 2

RFP-1248-06/BHJ – Central Transfer Station Truck Wash Metal Building Repair

SUBMITTAL COMPANY NAME: McKee Construction Co.

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Similar Projects (34%)

Experienced w/ County. Satisfactory references

Score 30
(0-34)

Criteria: Project Approach & Project Completion (33%)

Good approach. Very detailed, offered options. Explained what is expected

Score 33
(0-33)

Criteria: Price Proposal (33 %)

Even with all options, McKee is low ~~the~~ price proposal.

Score 30.9
(0-33)

Total Score 93.9
(0-100)

Rank 1

RFP-1248-06/BHJ – Central Transfer Station Truck Wash Metal Building Repair

SUBMITTAL COMPANY NAME: ProSteel Construction, Inc.

QUALIFICATION COMMITTEE MEMBER: David Gregory

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Similar Projects (34%)

Good references provided

Score 30
(0-34)

Criteria: Project Approach & Project Completion (33%)

Straight forward approach. Not a lot of detail.

Score 30
(0-33)

Criteria: Price Proposal (33 %)

Score 33
(0-33)

Total Score 93
(0-100)

Rank 2

RFP-1248-06/BHJ – Central Transfer Station Truck Wash Metal Building Repair

SUBMITTAL COMPANY NAME: McKee Construction Co.

QUALIFICATION COMMITTEE MEMBER: Scott Waley

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Similar Projects (34%)

Re-roofed 4 county libraries
worked previously on transfer bldg.
St. Laurent Prostitution

Score 33
(0-34)

Criteria: Project Approach & Project Completion (33%)

Use primarily in-house crews
20 days for base bid, 20 for alternates
(60 calendar days)

Score 30
(0-33)

Criteria: Price Proposal (33%)

Base - \$76,103.40

Score 30.9
(0-33)

Total Score 93.9
(0-100)

Rank 1

RFP-1248-06/BHJ - Central Transfer Station Truck Wash Metal Building Repair

SUBMITTAL COMPANY NAME: Pro Steel
~~Prime Construction, Inc.~~

QUALIFICATION COMMITTEE MEMBER: Scott Wesley

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Similar Projects (34%)

8 projects in Central Fla.
one with Seminole County

Score 30
(0-34)

Criteria: Project Approach & Project Completion (33%)

24 hr notice for coordination
90 day project time

Score 25
(0-33)

Criteria: Price Proposal (33 %)

\$145,852.00

Score 33
(0-33)

Total Score 88
(0-100)

Rank B

RFP-1248-06/BHJ – Central Transfer Station Truck Wash Metal Building Repair

SUBMITTAL COMPANY NAME: McKee Construction Co.

QUALIFICATION COMMITTEE MEMBER: MEINERT RICHARD

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Similar Projects (34%)

GOOD NO PROBLEMS

Score 34
(0-34)

Criteria: Project Approach & Project Completion (33%)

GOOD DETAIL

Score 33
(0-33)

Criteria: Price Proposal (33 %)

Score 30.9
(0-33)

Total Score 97.9
(0-100)

Rank 2

RFP-1248-06/BHJ - Central Transfer Station Truck Wash Metal Building Repair

SUBMITTAL COMPANY NAME: PRO STEEL
~~Steel~~ Construction, Inc.

QUALIFICATION COMMITTEE MEMBER: MEINERT RICHARD

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Similar Projects (34%)

GOOD, NO PROBLEMS

Score 34
(0-34)

Criteria: Project Approach & Project Completion (33%)

A LITTLE LACKING IN DETAIL

Score 32.5
(0-33)

Criteria: Price Proposal (33%)

Score 33
(0-33)

Total Score 99.5
(0-100)

Rank 1

DRAFT

**CONTRACTOR SERVICES AGREEMENT (RFP-1248-05/BHJ)
CENTRAL TRANSFER STATION REPAIR OF METAL TRUCK WASH BUILDING**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, 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 determine and perform repair to the Central Transfer Station metal truck wash building in Seminole County; and

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

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

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit "A".

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONTRACTOR under this Agreement shall be in the form of written Notice to Proceed issued and executed by the COUNTY.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed _____.

SECTION 4. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement a fixed fee in the amount of _____. CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated above.

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

SECTION 5. BILLING AND PAYMENT.

(a) CONTRACTOR shall render to the COUNTY at the close of each calendar month an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONTRACTOR for all services performed by the CONTRACTOR during that month and for which the COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

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

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

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

Seminole County Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, Florida 32773

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

SECTION 6. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) 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 CONTRACTOR's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this

Section, reveals any overpayment by COUNTY under the terms of this Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 7. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality of all services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services.

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR's performance of any of the services furnished under this Agreement.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for _____.

SECTION 9. TERMINATION.

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

(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. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(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 Agreement or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to, 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 the fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be 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 in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. 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 11. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bonafide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its 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 12. 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 opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subCONTRACTORS or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior 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 14. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, replace and indemnify the COUNTY, its commissioners, officers, employees and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 15. INSURANCE.

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

(1) 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 (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). 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 this Agreement and that the insurance is in full compliance with the requirements of this 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 this Agreement and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(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 CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's 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 Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONTRACTOR's insurance shall cover 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 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)
\$1,000,000.00	(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:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
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Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$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. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION.

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

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in 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 17. REPRESENTATIVE OF COUNTY AND 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 CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one or more COUNTY 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) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 18. 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 not 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 19. 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 20. 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, as an agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

SECTION 21. 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 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 23. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article 1, 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 1, 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 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice sent by 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:

Environmental Services Dept.
500 W. Lake Mary Blvd.
Sanford, FL 32773

For CONTRACTOR:

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

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. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
CYNTHIA A. COTO, County Manager

Print Name

Date: _____

Witness

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

Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
8/30/06
RFP-1248

Attachment:
Exhibit "A" - Scope of Services

Scope of Work
Repair of Metal Truck Wash Building
At Seminole County Central Transfer Station
State Road 419, Longwood, FL.

Seminole County seeks the services of a qualified, licensed metal building contractor to determine and perform repairs to a metal building located at 1950 State Road 419, Longwood, Florida, 32750. Contractor will be required to investigate existing structural condition of building and provide by line item, items requiring repair. Contractor will also be required to submit, by line item, recommendations of upgrades as options. Contractor also to provide line items for removal and replacement of truck wash containment canopy. Contractor to provide a schedule for all required tasks. Contractor will be required to coordinate scheduling and activities with truck wash component contractor and roll-up metal door contractor.

The contractor will be responsible for the following items:

1. Contractor shall provide necessary materials, labor, equipment, and supervision required for the completion of this project.
2. Contractor shall provide barricades and signage to delineate the work zone, for public and employee safety. Contractor shall coordinate traffic patterns and work sequencing with owner.
3. County shall provide limited staging and lay-down area. Contractor shall coordinate on-site storage of materials with the owner.
4. Contractor shall provide signed and sealed drawings to owner and Seminole County Building Department.
5. Contractor shall obtain all required permits. Contractor shall schedule all required inspections
6. Contractor to provide protective coating on all surfaces to maintain manufacture warranty. Protective coating to be coordinated with truck wash component contractor.
7. Contractor to provide manufacture warranty and two (2) year labor warranty.
8. Submittals and shop drawings are to be submitted for review and comments by owner.
9. Contractor shall perform all work during normal work hours (Monday – Saturday, 7:30am – 5:30pm).
10. Contractor shall be responsible for proper removal and disposal of all material.
11. Contractor shall provide protection from weather and construction activities.
12. Roll-up doors and truck wash components to be replaced or repaired under separate contract, requiring coordination with contractors.
13. Contractor shall be required to provide schedule of work with milestones and coordination dates.
14. Contractor shall be required to determine utility requirements.

BID FORM
RFP-1248-06/BHJ

AGREEMENT TITLE: Central Transfer Station Truck Wash Metal Building Repair

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

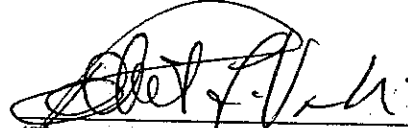
The awardee for this project will be determined by the total bid amount.

TOTAL BID AMOUNT INCLUDING ENGINEERED DRAWINGS: 76,103.40 (BASE BID)
Numbers

SEVENTY SIX THOUSAND ONE HUNDRED THREE DOLLARS AND 40/100 (BASE BID)
(IN WORDS)

- 1. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

McKee Construction Company
(Name of BIDDER)


(Signature of person signing this BID FORM)

Robert F. VonHerbulis
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)