

ATTACHMENT 1

STANDARD FORM FOR PIGGYBACK CONTRACTS

The City of Oviedo ("City") enters this "Piggyback" Contract with **Affordable Development, a division of Driveways, Inc.** (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Oviedo allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with **Seminole County**, said contract being identified as: **Construction Services Agreement Small Utility Projects and Pipeline Renewal, Rehabilitation and Repairs (CC-9184-13/RTB)**, said original contract being referred to as the "original government contract".

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Oviedo, as follows:

- a) Time Period ("Term") of the Agreement: N/A
- b) Insurance Requirements: Certificate of Insurance naming the City of Oviedo as an additional insured, including policy Declaration and Endorsements shall be provided to the City with all Work Orders issued.
- c) Any other provisions that will be modified:
- d) Address change for the City of Oviedo: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Oviedo, attention of City Manager, at City of Oviedo, 400 Alexandria Boulevard, Oviedo, Florida 32765. The City Manager's designated representative for this contract is Bobby Wyatt, Public Works Director, City of Oviedo, 400 Alexandria Boulevard, Oviedo, Florida 32765, telephone number (407) 971-5648 and email bwyatt@cityofoviedo.net.
- e) Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the parties arising out of this contract must be in Seminole County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

- f) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- g) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Oviedo and the Vendor.

Entered this 8 day of July, 2016.

ATTEST:

Heidi Tolliver
Heidi Tolliver

**AFFORDABLE DEVELOPMENT, a
division of DRIVEWAYS, INC.**

By: Ed Upthegrove
Ed Upthegrove, President

Date: July 8, 2016

ATTEST:

Linda DeBono
City Clerk

CITY OF OVIEDO

By: Dominic Persampiere
Dominic Persampiere, Mayor

Date: 8/10/2016

Exhibit A

**CONSTRUCTION SERVICES AGREEMENT
SMALL UTILITY PROJECTS AND PIPELINE RENEWAL,
REHABILITATION AND REPAIRS
(CC-9184-13/RTB)**

THIS AGREEMENT is entered into on the 25th day of MARCH, 2014, by and between AFFORDABLE DEVELOPMENT, a division of DRIVEWAYS, INC., duly authorized to conduct business in the State of Florida, whose address is 3300 North Bobbi Lane, Titusville, Florida 32780, 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". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

Section 1. Services.

(a) COUNTY does hereby retain CONTRACTOR to furnish small utility projects construction services and pipeline renewal, rehabilitation and repairs as described in Exhibit A, Scope of Services, attached hereto. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package for CC-9084-13/RTB and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) All work issued pursuant to this Agreement through Work Orders valued over \$200,000.00 shall require performance bonds.

Section 2. Term. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of five (5) 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 Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of small utility construction projects services and pipeline renewal, rehabilitation and repairs for projects under \$350,000.00 by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment and the amount set for liquidated damages, if any. Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects nor that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONTRACTOR shall commence as specified in such Work Orders, as may be issued hereunder and shall be completed within the time specified therein.

Section 5. Compensation. COUNTY agrees to compensate CONTRACTOR for the services called for under this Agreement in accordance with the Bid Form, attached hereto as

Exhibit C. The total annual compensation paid to all CONTRACTORS under CC-9084-13/RTB shall not exceed the annual amount budgeted by COUNTY for small utility projects and pipeline renewal, rehabilitation and repairs.

Payments shall be made by COUNTY to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work 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 CONTRACTOR, Work 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
P.O. Box 8080
Sanford, Florida 32772-8080

A duplicate copy of the invoice shall be sent to:

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

Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

Section 6. CONTRACTOR's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, whether, Chapter 220, Part 1, "Purchasing Code", Seminole County Code, and with

all local conditions and Federal, State and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of this Agreement.

(b) CONTRACTOR declares and agrees that COUNTY may require it to repair, replace, restore or make all things comply with the Contract Documents, including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) CONTRACTOR has carefully studied and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR or COUNTY, or both, by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

Section 7. Contract Documents.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement and its Scope of Services, attached hereto as Exhibit A.
- (2) Bid Form, attached hereto as Exhibit C;

(3) Trench Safety Act, attached hereto as Exhibit D; and

(4) Americans with Disabilities Act Affidavit, attached hereto as Exhibit E.

(b) As the Project progresses, additional documents shall become part of this

Agreement between COUNTY and CONTRACTOR. These documents are:

(1) Performance Bond;

(2) Payment Bond;

(3) Material and Workmanship Bond;

(4) Specifications;

(5) Technical Specifications Provided in these Contract Documents;

(6) General Conditions;

(7) Supplementary Conditions, including any utility-specific forms provided

by COUNTY's Utility Division;

(8) Notice to Proceed;

(9) Change Orders;

(10) Certificate of Substantial Completion;

(11) Certificate of Final Inspection;

(12) Certificate of Engineer;

(13) Certificate of Final Completion;

(14) CONTRACTOR's Release;

(15) Drawings and Plans;

(16) Supplemental Agreements;

(17) CONTRACTOR's Waiver of Lien (Partial);

(18) CONTRACTOR's Waiver of Lien (Final and Complete);

- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) CONTRACTOR's Insurance Requirements, Certificate, and Insurance Policies.

(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

Section 8. Liquidated Damages.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work exceeds completion dates as set forth in the Work Order. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public, including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages and not as a penalty, an amount per day as specified in such Work Orders as may be issued hereunder, for each day CONTRACTOR exceeds the the completion dates as set forth in the Work Order. It is agreed that if this Work is not completed in accordance with the Work Order, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if CONTRACTOR has abandoned the Work.

Section 9. Retainage. In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from CONTRACTOR's periodic requests for payment under each work order according to the following schedule:

(a) Until fifty percent (50%) of completion of the Project, as documented by CONTRACTOR's submission of monthly reports, in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) of completion of the Project, as described above, an amount equal to five percent (5%) of the payment or reimbursement requested.

(c) After fifty percent (50%) of completion of the Project as determined in (a) above, CONTRACTOR shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to CONTRACTOR is for the payment of goods and services of vendors, laborers, materialmen or subcontractors, CONTRACTOR shall

promptly pay the appropriate amounts of such retainage to those persons and provide proof of same to COUNTY.

(e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to CONTRACTOR.

(f) In the event this Agreement is terminated for cause by COUNTY due to CONTRACTOR's fault or negligence, any retainage then held by COUNTY may be applied towards the cost of remedying the costs or damages incurred by COUNTY.

Section 10. Use of Subcontractors. 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 11. Miscellaneous.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party hereto and its partners, successors, assigns

and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 12. CONTRACTOR's Specific Consideration. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or one percent (1%) of the contract sum, whichever is greater. CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is acknowledged.

Section 13. Patents and Royalties. Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 14. Notices. Whenever either party desires to give notice unto the other, including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. 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:

Seminole County Environmental Services
500 West Lake Mary Boulevard
Sanford, Florida 32773

For CONTRACTOR:

Affordable Development, a division of Driveways, Inc.
3300 North Bobbi Lane
Titusville, Florida 32780

Section 15. Conflict of Interest.

(a) 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 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) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of 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, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 16. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including, but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by the Project Manager, the Project Manager shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by the Project Manager, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 17. Agreement and Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

Section 18. 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 19. Public Records Law.

(a) 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.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
- (2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- (4) meet all requirements for retaining public records and transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided

to COUNTY in a format that is compatible with the information technology system of COUNTY.

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

Section 20. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR.

ATTEST:

AFFORDABLE DEVELOPMENT
a division of DRIVEWAYS, INC.

Barbara Upthegrave
Secretary

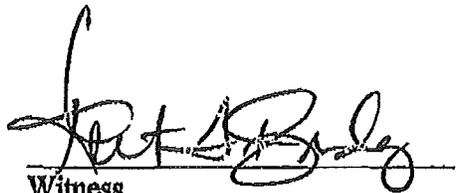
By: Edwin Upthegrave
EDWIN UPTHEGROVE, President

[CORPORATE SEAL]

Date: 2/27/14

*[The balance of this page is left intentionally blank.
COUNTY's signature and acceptance on following page.]*

SEMINOLE COUNTY, FLORIDA



Witness

Robert T. Bradley

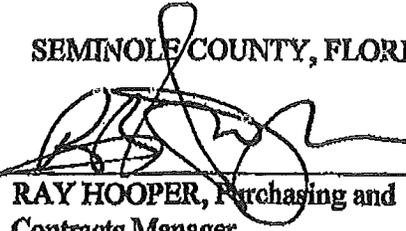
Print Name



Witness

Gladys Marrozos

Print Name

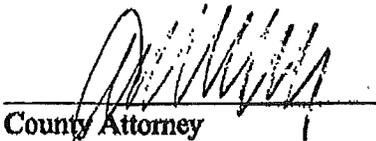
By: 
RAY HOOPER, Purchasing and
Contracts Manager

Date: 3/25/14

For the use and reliance
County only.

As authorized for execution by the Board of Seminole
of County Commissioners at its February 25,
20 14, regular meeting.

Approved as to form and
legal sufficiency.



County Attorney

AEC/lpk

11/26/13 2/3/13

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Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Sample Work Order
- Exhibit C – Bid Form
- Exhibit D – Trench Safety Act
- Exhibit E – Americans with Disabilities Act Affidavit

Small Utility Projects and Pipeline Renewal, Rehabilitation, & Repairs

PROJECT DESCRIPTION

PURPOSE

It is the intent of Seminole County Environmental Services Department to secure the services of approximately three qualified contractors for the purpose of awarding various pipeline renewal and replacement projects, repairs, and small utility projects under \$350,000.00. Firms awarded Construction Services Agreements under this Solicitation will be exclusively invited to bid on such projects. Contractor shall furnish all materials, equipment, labor and supervision as necessary to construct and startup the projects. All work performed and materials installed under this contract shall meet the minimum standards as stated in the most recent version of the Utilities Engineering Manual in the Seminole County Land Development Code.

QUALIFICATIONS

Contractors shall supply required experience and knowledge for the construction and repairs of piping and utility infrastructure projects within Seminole County's water, wastewater, and reclaimed water utility. Contractor shall be responsible for all site restoration, trench safety and maintenance of traffic during the work. The contractor shall be capable of supplying a performance bond for all project work-orders in the amount of \$200,000.00 or greater, this bond shall be supplied as a direct cost. Contractor shall hold, at the time of response to this Solicitation, all licenses necessary to perform the work as described herein and provide copies with this bid.

PREVIOUS EXPERIENCE

All Proposers shall submit with this bid four (4) references verifying previous experience providing construction services within the past three years as required herein.

ABILITY TO PERFORM

Supply information with this bid on the ability of the Proposer's personnel to provide the services required herein as follows:

1. Provide verification that a minimum of 51% of all work described herein shall be performed by Contractor-employed personnel.
2. Provide information on any anticipated subcontractors including a description of work to be performed and contact information.
3. Provide emergency response approach including emergency contact information, location of emergency repair parts, anticipated field response times, and past experience.

PRICE PROPOSAL

Contractor's labor and equipment costs for work provided shall be priced per the attached Schedules A and B. Pipe work shall be priced by the running linear foot and fittings installations and repairs shall be priced by connection. All fitting connections shall be priced as if restrained.

All materials shall be supplied at the Contractor's cost with a fixed mark-up as provided in Schedule C, and this mark-up shall not exceed 10%. The use of subcontractors shall be at contractor's cost plus a

EXHIBIT A

mark-up as provided in Schedule C and this mark-up shall not exceed 5%. Maintenance of traffic and workforce mobilization / site restoration shall be supplied at a fixed percentage of job cost and this mark-up shall not exceed 5% for the total of line items 1-33 on the Quotation Form. This mark-up may be applied to materials and subcontractor costs prior to the application of any other mark-up.

Work Orders may be awarded under this contract based on total cost and the ability to complete work in a timely manner. Prices given as part of this proposal are maximum rates and in no way will limit the contractor from quoting work at lower rates. The estimated quantities are given only as a guideline for preparing the bid and should not be construed as representing actual quantities to be purchased under this contract. Other associated work that is required but not listed on Schedules A or B shall be itemized in the bid price submitted for specific projects. All contractors shall submit an e-mail for electronic processing of Work Order requests.

The County makes no covenant or promise as to the number of available projects, quantity of hours, or amount of work that the Contractor will be asked to perform for the County during the life of this Agreement.

Hourly rates shall be burdened billing rates inclusive of all associated expenses in support of labor provided for this project (ex. fringe benefits, overhead, general & administration, expenses associated with travel, and profit).

A Performance Bond (see form included in this package) will be required for Work Orders over \$200,000.00. The cost of the bond is to be billed to the County as a direct cost. Contractor-obtained permits such as right-of-way use and dewatering permits shall be reimbursed at direct costs.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____

Master Agreement Title: _____

Project Title: _____

Contractor: _____

Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications – Attachment "B"
- scope of services – Attachment "A"
- special provisions – Attachment "D"
- rate schedule – Attachment "C"

METHOD OF COMPENSATION:

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds
- retainage shall be withheld

TIME FOR COMPLETION: The Work to be provided by the CONTRACTOR shall be substantially completed as described in subsection 14.13 of the General Conditions, within _____ calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

WORK ORDER AMOUNT: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST/WITNESS:

Contractor

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Diane R. Reed, Procurement Administrator

(Procurement Analyst)

Date: _____
As authorized by Section 3.554 Seminole
County Administrative Code.

OC # _____

ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONTRACTOR to provide, for the stated project, services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONTRACTOR shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) **CONTRACT PRICE:**
- (i) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (Work Order Amount). The CONTRACTOR's total compensation is DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order Amount) all costs of any nature relating to:
 - (1) performance of the Work under Central Florida weather conditions;
 - (2) applicable law licensing, and permitting requirements;
 - (3) the Project site conditions, including but not limited to, subsurface site conditions;
 - (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.
 - (iv) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.
 - (1) In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
 - (2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Amount) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work with the work of the COUNTY and its own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) CONTRACTOR shall submit applications for payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold retainage to secure completion of the Work in an amount equal to the product of the number of Days after the 31st Day following the Date of Commencement of Contract Time liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
- (iii) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY's discretion be withheld from subsequent Progress payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the Project Manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGES.

- (i) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions and within the time specified in this Agreement, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, N/A (\$) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.
- (ii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

EXHIBIT C

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT:

COUNTY CONTRACT NO. CC-9184-13/RTB - Small Utility Projects and Pipeline Renewal,
Rehabilitation, & Repairs

Name of Bidder: Affordable Development, a division of Driveways, Inc.

Mailing Address: 3300 N. Bobbi Lane, Titusville, FL 32780

Street Address: 3300 N. Bobbi Lane

City/State/Zip: Titusville, FL 32780

Phone Number: (321) 267-4032

FAX Number: (321) 264-2842

E-Mail Address: drivewaysinc@cfl.rr.com and driveways-heidi@cfl.rr.com

Contractor License Number: CUC044223

TO: Purchasing and Contracts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (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 place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, 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, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 3, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

BID FORM
6/20/2008

00100-1

EXHIBIT C

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

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (<http://www.eandc.com/flgov/murchinas>).

BID FORM

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:

TOTAL AMOUNT OF BID: 215,551.90
Numbers
Two hundred fifteen thousand five hundred fifty one
dollars & ninety cents
(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. 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.

Affordable Development / Driveways, Inc.
3300 N. Bobbi Lane
Titusville, FL 32780
321-267-4033

EXHIBIT C

IN WITNESS WHEREOF, BIDDER has hereto executed this BID FORM this 7 day of January, 2014.

Affordable Development, a
division of Driveways, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

Edwin Upthegrove
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS * NO BID BOND IS REQUIRED FOR THIS SOLICITATION*

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

Affordable Development / Driveways, Inc.
3300 N. Bobbi Lane
Titusville, FL 32780
321-267-4637

EXHIBIT C

CC-0164-13/RTB-Small Utility Projects and Pipeline Renewal, Rehabilitation, & Repairs
Bid Form

Affordable Development / Delvennyx, Inc.
3300 N. Hobbs Lane
Tomball, TX 77370
311-267-4032

Schedule "A" - Labor & Equipment Rates

Bid Item Number	Estimated Annual Quantity	Description	Unit Price	Extended price
1	1,500	Installation or repair of 1" pipe	3.50 LF	\$ 5250.00
2	150	Installation or repair of 1" fittings per connection	12.00 connection	\$ 1800.00
3	1,600	Installation or repair of 2" pipe	6.00 LF	\$ 9600.00
4	150	Installation or repair of 2" fittings per connection	15.50 connection	\$ 2325.00
5	600	Installation or repair of 4" pipe	7.50 LF	\$ 4500.00
6	75	Installation or repair of 4" fittings per connection	45.00 connection	\$ 3375.00
7	1,000	Installation or repair of 6" pipe	10.00 LF	\$ 10000.00
8	50	Installation or repair of 6" fittings per connection	75.00 connection	\$ 3750.00
9	1,000	Installation or repair of 8" pipe	12.00 LF	\$ 12000.00
10	75	Installation or repair of 8" fittings per connection	85.00 connection	\$ 6375.00
11	1,000	Installation or repair of 10" pipe	13.50 LF	\$ 13500.00
12	75	Installation or repair of 10" fittings per connection	110.00 connection	\$ 8250.00
13	1,000	Installation or repair of 12" pipe	14.00 LF	\$ 14000.00
14	75	Installation or repair of 12" fittings per connection	130.00 connection	\$ 9750.00
15	200	Installation or repair of 14" pipe	14.00 LF	\$ 2800.00
16	25	Installation or repair of 14" fittings per connection	100.00 connection	\$ 2500.00
17	500	Installation or repair of 16" pipe	15.00 LF	\$ 7500.00
18	50	Installation or repair of 16" fittings per connection	100.00 connection	\$ 5000.00
19	200	Installation or repair of 20" pipe	19.00 LF	\$ 3800.00
20	25	Installation or repair of 20" fittings per connection	110.00 connection	\$ 2750.00
21	500	Installation or repair of 24" pipe	20.00 LF	\$ 10000.00
22	75	Installation or repair of 24" fittings per connection	100.00 connection	\$ 7500.00
23	500	Installation or repair of 30" pipe	25.00 LF	\$ 12500.00
24	75	Installation or repair of 30" fittings per connection	115.00 connection	\$ 8625.00
25	600	Installation or repair of 36" pipe	22.00 LF	\$ 13200.00
26	75	Installation or repair of 36" fittings per connection	120.00 connection	\$ 9000.00
27	2,500	Installation and maintenance of well pointing / dewatering per linear foot	10.00 LF	\$ 25000.00
MISCELLANEOUS LABOR, EQUIPMENT, & PAY ITEMS			UNIT OF MEASURE	PRICE
28	1	Foreman w/truck and small tools	Hour	\$ 75.00
29	1	Laborer	Hour	\$ 35.00
30	1	15 yard dump truck - driver included	Hour	\$ 80.00
31	1	Rubber tire back hoe - JD410 or equivalent operator included	Hour	\$ 120.00
32	1	Main Tap - Tap Size 1 through 6 inch	Each	\$ 325.00
33	1	Main Tap - Tap Size 8 through 12 inch	Each	\$ 625.00
34	1	Main Tap - Tap Size 14 through 24 inch	Each	\$ 975.00
35	1	Bore & Jack - Casing size 2 through 8 inch	Lf.	\$ 40.00
36	1	Bore & Jack - Casing size 10 through 18 inch	Lf.	\$ 55.00
37	1	Bore & Jack - Casing size 18 through 24 inch	Lf.	\$ 75.00
38	1	Restoration - Concrete up to 12 inch thick	Sf.	\$ 7.75
39	1	Restoration - Asphalt up to 3 inch thick	Sf.	\$ 9.90
40	1	Restoration - Limerock road base up to 6 inch thick	Sf.	\$ 6.00
41	1	Restoration - Limerock road base up to 8 inch thick	Sf.	\$ 6.25
42	1	Restoration - Limerock road base up to 12 inch thick	Sf.	\$ 7.00
Total				\$ 215551.00

EXHIBIT C

CD-0104-12/R70-Small Utility Projects and Pipeline Renewal, Rehabilitation, A Repairs
Bid Form

Schedule "B" - Mark-Up Percentages

MARK-UP PERCENTAGES	MAXIMUM	PROPOSED
Materials	10%	10%
Subcontractor	5%	5%
Maintenance of traffic (MOT)	5%	5%
Mobilization and site restoration (MOB)	5%	5%
Excavation depth greater than 15 feet mark-up	15%	15%

Affordable Development / Driveways, Inc.
3300 N. Hobbs Lane
Titusville, FL 32780
321-267-4032

EXHIBIT D

**TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 333.60-333.64, FLORIDA STATUTES**

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs are not a separate pay item. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
If over 4' deep <u>Sloping</u>	<u>LF</u>	<u>1</u>	<u>\$5.00</u>	<u>\$5.00 per LF</u>

TOTAL \$5.00 per LF

Affordable Development, a
division of Driveways, Inc.
Printed Name

Edwin Upthegrove
Signature

Edwin Upthegrove
Bidder Name

01/07/2014
Date

Affordable Development / Driveways, Inc.
3300 N. Bahi Lane
Titusville, FL 32780
321-267-4888



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.W. Edens & Company P.O. Box 278 Titusville FL 32781-0278	CONTACT NAME: Sharl McNeely
	PHONE (Ac. No. Ex): (321) 383-4554 FAX (Ac. No.): (321) 383-4523 E-MAIL ADDRESS: smcneely@fdn.com
INSURED Driveways, Inc., DBA: Affordable Development 3300 Bobbi Lane Titusville FL 32780	INSURER(A) NATIONAL TRUST INSURANCE CO. NAIC# 20141
	INSURER(B) FCCI INSURANCE COMPANY 10178
	INSURER(C) FCCI COMMERCIAL INSURANCE COMP 33472
	INSURER(D):
	INSURER(E):

COVERAGES CERTIFICATE NUMBER: 13/14 All Coverages REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INBR	SUBR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL00033419	3/31/2013	3/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			CA00055809	3/31/2013	3/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Bodily \$ 10,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			UMB00029179	3/31/2013	3/31/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 RETENTIONS \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC13A51079	3/31/2013	3/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	C Leased/Rented Equipment			CM00066912	3/31/2013	3/31/2014	\$128,000 \$1,000 Ded

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General Liability policy includes Seminole County Board of County Commissioners, its officers, officials, and employees as additional insured.

Project: CC-9184-13/RTB - Small Utility Projects and Pipeline Renewal, Rehabilitation and Repairs

CERTIFICATE HOLDER

CANCELLATION

Seminole County Board
of County Commissioners
1301 E 2nd Street
Sanford, FL 32771SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
J. Wayne Edens/SHARL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.W. Edens & Company P.O. Box 278 Titusville FL 32781-0278		CONTACT NAME: Shari McNeely PHONE (A/C. No. EXTY): (321) 383-4554 E-MAIL ADDRESS: smcneely@jwedens.com FAX (A/C. No.): (321) 383-4523	
INSURED Driveways, Inc., DBA: Affordable Development 3300 Bobbi Lane Titusville FL 32780		INSURER(S) AFFORDING COVERAGE INSURER A: National Trust Insurance Co. NAIC # 20141 INSURER B: Monroe Guaranty Insurance Company 32506A INSURER C: FCCI Insurance Company 10178 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL164105210 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTB	TYPE OF INSURANCE	ADDITIONAL SUBR INSP WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL000334112	3/31/2016	3/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA000558012	3/31/2016	3/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEF <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB000291712	3/31/2016	3/31/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC15A51079	3/31/2016	3/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment		EM00066914	3/31/2016	3/31/2017	\$128,000 \$1,000 ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Piggyback Seminole County Construction Services Agreement.
 General Liability policy includes Blanket Additional Insured Endorsement as required by written contract or agreement.

CERTIFICATE HOLDER City of Oviedo 400 Alexandria Blvd Oviedo, FL 32765	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J. Wayne Edens/SHARI
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
 3. Will not be broader than that which is afforded to you under this policy; and
 4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

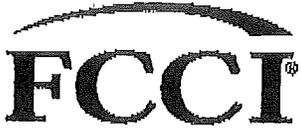
The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.



NATIONAL TRUST INSURANCE COMPANY
 A MEMBER OF THE FCCI INSURANCE GROUP
 6300 UNIVERSITY PARKWAY
 SARASOTA FL 34240-8424
 800-226-3224
 941-907-3224

**GENERAL LIABILITY POLICY
 COMMON POLICY DECLARATIONS**

POLICY NUMBER: GL 0003341 12	AGENCY ID: 01471-001
NAMED INSURED: Driveways Inc dba Affordable Development	AGENT: J W Edens & Company Inc PO Box 278 Titusville, FL 32781
MAILING ADDRESS: 3300 Bobbi Lane Titusville, FL 32780	(321) 383-4554

POLICY PERIOD: FROM: 03/31/2016 TO: 03/31/2017 AT 12:01 A.M. Standard time at your mailing address shown above.	
PREVIOUS POLICY NUMBER: GL 0003341	ISSUE STATUS: Renewal Business
BUSINESS DESCRIPTION: Corporation	AUDIT PERIOD: Annual

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM IS SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part	<u>Premium</u>
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FORMS APPLICABLE TO ALL COVERAGE PARTS:
 General Liability Policy Common Policy Declarations 1-UNGL-9522-MU-04, 07/11

TOTAL ADVANCE PREMIUM SUBJECT TO AUDIT	
PAY PLAN	<u>25% Down & 10 Installments</u>

This document forms a part of, completes, and executes the referenced policy. The declarations or information pages, together with the common policy conditions, coverage parts, forms and endorsements, if any, issued to form a part thereof, completes the policy. In witness thereof, the Company attests these documents as the entire contract of insurance, and executes same on behalf of the company.

This policy shall not be valid unless also countersigned by the duly authorized Agent of this company at the agency hereinbefore mentioned, if required by state law.

Signed by: Craig Johnson
 Craig Johnson, President
 Date: 03/31/2016

Countersigned by: _____
 (Authorized Representative)
 Date: _____