



Resource Management Office – Purchasing and Contracts Division

March 12, 2020

Affordable Development, a Division of Driveways, Inc.
3300 North Bobbi Lane
Titusville, FL 32780

**Subject: Renewal #2 (FINAL) – CC-9184-13/RTB: Construction Services Agreement –
Small Utility Projects and Pipeline Renewal, Rehabilitation and Repairs**

Pursuant to Seminole County Purchasing Code Section 3.554(4), this notice shall serve as authorization to renew the above agreement from **March 25, 2020** through **March 24, 2021** as approved by the Seminole County Board of County Commissioners.

Please remember to keep this office up to date with a current certificate of insurance *with the above contract number referenced on the certificate* as required in the original, contract agreement.

Appropriate County departments and divisions will be notified of this contract renewal.

Thank you for doing business with Seminole County.

Best Regards,

Michael Guild, Procurement Technician
Seminole County Purchasing and Contracts Division
(407) 665-7116

cc: County Public Works – Engineering Division
County Comptroller's Office
County Attorney's Office
File



MEMORANDUM

DATE: January 27, 2020
TO: Terry McCue, Environmental Services Director
FROM: Michael Guild, Procurement Technician

EXERCISE THE 2nd (FINAL) RENEWAL OPTION ON:

**CC-9184-13/RTB – Small Utility Projects and Pipeline Renewal, Rehabilitation & Repairs
with: (Driveways, Inc.)**

The above subject contract is due for renewal on **March 24, 2020**.

Please answer the following questions:

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The requirement still exists.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Funds will be available in the budget.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractor's performance has been satisfactory.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exercise the renewal option.

Authorized Signature

1/28/2020
Date

Please return to Purchasing and Contracts via email or fax at 407-665-7956, to my attention. If you have any questions please call 407-665-7116.

Thank you and have a wonderful day.

AFFORDABLE DEVELOPMENT, a division of DRIVEWAYS, INC.

UTILITY DIVISION • 3300 BOBBI LANE • • TITUSVILLE, FLORIDA 32780 • (321) 267-4032 FAX 321-264-2842

DATE: December 16, 2019

TO: SEMINOLE COUNTY PURCHASING

ATTN: DIANE REED

REF: CONTRACT ANNUAL RENEWAL OPTION CC-9184-13/RTB

Dear Diane,

I respectfully request a 2% across the board increase for the labor costs of the contract CC-9184-13/RTB dated 03/25/14. Due to the increase in labor, insurance and overhead cost of living increases we request this 2% increase.

Respectfully,



Ed Upthegrove, President
Affordable Development, a
division of Driveways, Inc.
3300 N. Bobbi Lane
Titusville, FL 32780
321-267-4032 ph
321-264-2842 fx
drivewaysinc@cfl.rr.com

EU/hmt/copy

**CC-9184-13/RTB Small Utility Projects and Pipeline
Renewal, Rehabilitation, & Repairs Quotation Form**

DATE: 12/16/19

DUE DATE:

PROJECT NAME: ANNUAL RENEWAL 2020

CONTRACTOR NAME: AFFORDABLE DEVELOPMENT

PROJECT DESCRIPTION:

ITEM#	QUANTITY	LABOR DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		Installation or repair of 1" pipe per foot	\$3.64	\$0.00
2		Installation or repair of 1" fittings per connection	\$12.48	\$0.00
3		Installation or repair of 2" pipe per foot	\$6.24	\$0.00
4		Installation or repair of 2" fittings per connection	\$16.13	\$0.00
5		Installation or repair of 4" pipe per foot	\$7.80	\$0.00
6		Installation or repair of 4" fittings per connection	\$46.82	\$0.00
7		Installation or repair of 6" pipe per foot	\$10.40	\$0.00
8		Installation or repair of 6" fittings per connection	\$78.03	\$0.00
9		Installation or repair of 8" pipe per foot	\$12.48	\$0.00
10		Installation or repair of 8" fittings per connection	\$88.43	\$0.00
11		Installation or repair of 10" pipe per foot	\$14.05	\$0.00
12		Installation or repair of 10" fittings per connection	\$114.44	\$0.00
13		Installation or repair of 12" pipe per foot	\$14.57	\$0.00
14		Installation or repair of 12" fittings per connection	\$135.25	\$0.00
15		Installation or repair of 14" pipe per foot	\$14.57	\$0.00
16		Installation or repair of 14" fittings per connection	\$104.04	\$0.00
17		Installation or repair of 16" pipe per foot	\$15.61	\$0.00
18		Installation or repair of 16" fittings per connection	\$104.04	\$0.00
19		Installation or repair of 20" pipe per foot	\$19.77	\$0.00
20		Installation or repair of 20" fittings per connection	\$114.44	\$0.00
21		Installation or repair of 24" pipe per foot	\$20.81	\$0.00
22		Installation or repair of 24" fittings per connection	\$104.04	\$0.00
23		Installation or repair of 30" pipe per foot	\$26.01	\$0.00
24		Installation or repair of 30" fittings per connection	\$119.65	\$0.00
25		Installation or repair of 36" pipe per foot	\$27.05	\$0.00
26		Installation or repair of 36" fittings per connection	\$124.85	\$0.00
27		Installation and maintenance of well pointing / dewatering per linear foot	\$10.40	\$0.00
28		Main Taps: Size 1" through 6" per each tap	\$338.13	\$0.00
29		Main Taps: Size greater than 6" through 12" per each tap	\$650.25	\$0.00
30		Main Taps: Size greater than 12" through 24" per each tap	\$1,014.39	\$0.00
31		Bore & Jacks: Casing size 2" through 8" per foot	\$41.62	\$0.00
32		Bore & Jacks: Casing size greater than 8" through 16" per foot	\$57.22	\$0.00
33		Bore & Jacks: Casing size greater than 16" through 24" per foot	\$78.03	\$0.00
34		Restoration other than dirt work: Concrete up to 12" thick per square foot	\$8.07	\$0.00
35		Restoration other than dirt work: Asphalt up to 3" thick per square foot	\$10.30	\$0.00
36		Restoration other than dirt work: Limerock base up to 12" thick per square foot	\$7.28	\$0.00
Total From Page Two				\$0.00
Labor Sub-Total				\$0.00
28		Materials	10%	\$0.00
29		Sub-Contractors	5%	\$0.00
Materials Sub-Total				\$0.00
30		Foreman w/truck and small tools (per hour).	\$88.43	\$0.00
31		Laborer (per hour).	\$36.41	\$0.00
32		15 yard dump truck - driver included (per hour).	\$83.23	\$0.00
33		Rubber tire back hoe - JD410 or equivalent operator included (per hour).	\$124.85	\$0.00
Hourly Labor Sub-Total				\$0.00
34		Maintenance of traffic (MOT)	0%	\$0.00
35		Mobilization and site restoration (MOB)	5%	\$0.00
36		Excavation depth greater than 15 feet mark-up	0%	\$0.00
MOT / MOB Sub-Total				\$0.00
37		Bonding required <u>YES</u> <u>NO</u>		
38		Permits		
Permit / Bonding Sub-Total				\$0.00
Quotation Total				\$0.00

County estimated number of calendar days to reach final completion for the project 45 days after NTP.

Contractor may bid calendar days equal to, or less than the County estimate _____.

A+B Bid = A + (B x UC). A= Bidder's Total Bid, B= Bidder's Total Days Bid and UC = \$0.00 per day.

A+B computation to determine award only:

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

THIS FIRST AMENDMENT is made and entered into this 13th day of FEBRUARY, 2019 and is to that certain Agreement made and entered into on the 25th day of March, 2014, between **DRIVEWAYS, INC., d/b/a AFFORDABLE DEV. WATER, SEWER, DRAINAGE. FL. ST. CERT. #CUCO44223**, whose address 3300 North Bobbi Lane, Titusville, Florida 32780, in this Amendment referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY."

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on March 25, 2014, to furnish COUNTY with small utility projects construction services and pipeline renewal, rehabilitation and repairs; and

WHEREAS, the parties desire to amend the Agreement in order to correct the scrivener's error to reflect the CONTRACTOR's correct name, Driveways, Inc., d/b/a Affordable Dev. Water, Sewer, Drainage. FL. ST. Cert. #CUCO44223; and

WHEREAS, the parties also desire to amend the Agreement to add Section 21 pertaining to Modifications, Amendment or Alternations; and

WHEREAS, the parties further desire to amend the Agreement in order to amend the Fee Portion of Exhibit C, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides,



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

1. The foregoing recitals are true and correct and form a material part of this First Amendment upon which the parties have relief.
2. Effective retroactively to March 25, 2014, all references to CONTRACTOR in the Agreement mean Driveways, Inc., d/b/a Affordable Dev. Water, Sewer, Drainage. FL. ST. Cert. #CUCO44223.
3. Section 21 is added to the Agreement and reads as follows:

Section 21. Modifications, Amendments, or Alterations. Except as provided elsewhere in this Agreement, no modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.
4. The Fee Schedule portion of Exhibit C to the Agreement is deleted and replaced by the Fee Schedule attached to this First Amendment. The Bid Form portion of Exhibit C to the Agreement remains unchanged.
5. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

[Balance of this page intentionally blank; signatory page continues on Page 3.]

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes
stated above.

ATTEST

DRIVEWAYS, INC., d/b/a
AFFORDABLE DEV. WATER, SEWER,
DRAINAGE. FL. ST. CERT.

#CUCO44223

Edwin Upthegrove

EDWIN UPTHEGROVE

President

Title

2-12-19

Date

Jacqueline Pairet
Witness

Jacqueline Pairet

Print Name

Heidi Tolliver

Witness

Heidi Tolliver

Print Name

[Balance of this page intentionally blank; signatory page continues on Page 4.]

SEMINOLE COUNTY, FLORIDA

G. Manozos
Witness

Gladys Manozos
Print Name

Robert T. Bradley
Witness

Robert T. Bradley
Print Name

By: [Signature]
RAY HOOPER, Purchasing and
Contracts Manager

Date: 2/13/19

For the use and reliance of
Seminole County only.

Within the authority delegated by the County
Manager pursuant to Section 3.554, Seminole
County Administrative Code.

Approved as to form and
legal sufficiency.

[Signature]
County Attorney

DGS/dre

2/7/19

Attachment:

Exhibit C – Fee portion of Bid Form

T:\Users\Legal Secretary CSB\Purchasing 2019\CC-9184 1st AM Driveways, Inc. .docx

Exhibit "C"

CC-9184-13/RTB Small Utility Projects and Pipeline Renewal, Rehabilitation, & Repairs Quotation Form

DATE:

DUE DATE:

PROJECT NAME:

PROJECT DESCRIPTION:

CONTRACTOR NAME: AFFORDABLE DEVELOPMENT

ITEM#	QUANTITY	LABOR DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		Installation or repair of 1" pipe per foot		
2		Installation or repair of 1" fittings per connection	\$3.57	\$0.00
3		Installation or repair of 2" pipe per foot	\$12.24	\$0.00
4		Installation or repair of 2" fittings per connection	\$6.12	\$0.00
5		Installation or repair of 4" pipe per foot	\$15.61	\$0.00
6		Installation or repair of 4" fittings per connection	\$7.65	\$0.00
7		Installation or repair of 6" pipe per foot	\$45.90	\$0.00
8		Installation or repair of 6" fittings per connection	\$10.20	\$0.00
9		Installation or repair of 8" pipe per foot	\$76.50	\$0.00
10		Installation or repair of 8" fittings per connection	\$12.24	\$0.00
11		Installation or repair of 10" pipe per foot	\$86.70	\$0.00
12		Installation or repair of 10" fittings per connection	\$13.77	\$0.00
13		Installation or repair of 12" pipe per foot	\$112.20	\$0.00
14		Installation or repair of 12" fittings per connection	\$14.28	\$0.00
15		Installation or repair of 14" pipe per foot	\$132.80	\$0.00
16		Installation or repair of 14" fittings per connection	\$14.28	\$0.00
17		Installation or repair of 18" pipe per foot	\$102.00	\$0.00
18		Installation or repair of 18" fittings per connection	\$15.30	\$0.00
19		Installation or repair of 20" pipe per foot	\$102.00	\$0.00
20		Installation or repair of 20" fittings per connection	\$19.38	\$0.00
21		Installation or repair of 24" pipe per foot	\$112.20	\$0.00
22		Installation or repair of 24" fittings per connection	\$20.40	\$0.00
23		Installation or repair of 30" pipe per foot	\$102.00	\$0.00
24		Installation or repair of 30" fittings per connection	\$25.50	\$0.00
25		Installation or repair of 36" pipe per foot	\$117.30	\$0.00
26		Installation or repair of 36" fittings per connection	\$28.52	\$0.00
27		Installation and maintenance of well pointing / dewatering per linear foot	\$122.40	\$0.00
28		Main Taps: Size 1" through 6" per each tap	\$10.20	\$0.00
29		Main Taps: Size greater than 6" through 12" per each tap	\$331.50	\$0.00
30		Main Taps: Size greater than 12" through 24" per each tap	\$637.50	\$0.00
31		Bore & Jacks: Casing size 2" through 8" per foot	\$994.50	\$0.00
32		Bore & Jacks: Casing size greater than 8" through 16" per foot	\$40.80	\$0.00
33		Bore & Jacks: Casing size greater than 16" through 24" per foot	\$58.10	\$0.00
34		Restoration other than dirt work: Concrete up to 12" thick per square foot	\$76.50	\$0.00
35		Restoration other than dirt work: Asphalt up to 3" thick per square foot	\$7.91	\$0.00
36		Restoration other than dirt work: Limerock base up to 12" thick per square foot	\$10.10	\$0.00
		Total From Page Two	\$7.14	\$0.00
		Labor Sub-Total		\$0.00
28		Materials		\$0.00
29		Sub-Contractors	10%	\$0.00
			5%	\$0.00
		Materials Sub-Total		\$0.00
30		Foreman w/truck and small tools (per hour).		\$0.00
31		Laborer (per hour).	\$86.70	\$0.00
32		15 yard dump truck - driver included (per hour).	\$35.70	\$0.00
33		Rubber tire back hoe - JD410 or equivalent operator included (per hour).	\$81.60	\$0.00
			\$122.40	\$0.00
		Hourly Labor Sub-Total		\$0.00
34		Maintenance of traffic (MOT)		\$0.00
35		Mobilization and site restoration (MOB)	0%	\$0.00
36		Excavation depth greater than 15 feet mark-up	5%	\$0.00
			0%	\$0.00
		MOT / MOB Sub-Total		\$0.00
37		Bonding required YES NO		
38		Permits		
		Permit / Bonding Sub-Total		\$0.00
		Quotation Total		\$0.00

County estimated number of calendar days to reach final completion for the project 45 days after NTP.

Contractor may bid calendar days equal to, or less than the County estimate

A+B Bid = A + (S x UC). A= Bidder's Total Bid, B= Bidder's Total Days Bid and UC = \$0.00 per day.

A+B computation to determine award only:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2019

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 have ADDITIONAL INSURED provisions or 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, Ext): (321) 383-4554 FAX (A/C, No): (321) 383-4523 E-MAIL ADDRESS: smcneely@jwedens.com	
INSURED Driveways, Inc., DBA: Affordable Development 3300 Bobbi Lane Titusville FL 32780		INSURER(S) AFFORDING COVERAGE INSURER A: National Trust Insurance Co. NAIC # 20147 INSURER B: Monroe Guaranty Insurance Company 32506A INSURER C: FCCI Insurance Company 10178 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL194108403

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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 <input checked="" type="checkbox"/> Property Dmg Ded \$1000 <input type="checkbox"/> Per Claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CP100042734-01	03/31/2019	03/31/2020	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
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA100011895-03	03/31/2019	03/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100023963-02	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Follow Form \$
	<input checked="" type="checkbox"/> 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	N/A		001-WC19A-51079	03/31/2019	03/31/2020	<input checked="" type="checkbox"/> PER STATUTE <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			CP100042734-01	03/31/2019	03/31/2020	\$128,000 \$1,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: CC-9184-13/RTB - Small Utility Projects and Pipeline Renewal, Rehabilitation and Repairs. Seminole County Board of County Commissioners, are included as additional insured including Primary and Non-contributory pertaining to the General Liability Blanket AI endorsement. 30 days notice of cancellation applies except for Non-Payment of premium per the FL Statute; Workers Comp is 45 days NOC except for nonpayment. General Liability policy and Workers Comp policy include a Blanket Waiver of Subrogation endorsement.

CERTIFICATE HOLDER

CANCELLATION

Seminole County Board of County Commissioners 1301 East Second Street Sanford FL 32771	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
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