

October 24, 2014

Rick Howard, P.E.

Subject: **Letter of Understanding – W.D. Judge Drive**

Page 3

COST ESTIMATE

The following is the cost estimate for the cold-in-place recycling of W.D. Judge Drive (from Mercy Drive to John Young Parkway) 50/50 cost share agreement between Orange County and the City of Orlando:

Service	Estimated Quantity	Unit	Unit Price	Total Cost
Cold Recycled Bituminous Base Course	13159	SY	\$4.75	\$62,505.25
Emulsified Asphalt	32897.5	GAL	\$2.40	\$78,954.00
SP 12.5 in place, 1.5" (compacted)	13159	SY	\$6.30	\$82,901.70
Pavement Markings (temporary)	21390	LF	\$0.35	\$7,486.50
Message Boards	3	EACH	\$40.00	\$120.00
Pavement Markings (permanent)	1	LS	\$8,399.50	\$8,399.50
Contingency (10%)				\$24,036.70
Total Estimated Cost				\$264,403.65



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Term Contracts

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Term Contracts

Search by

- Contract Number** (example: Y4-169 A)
- Contract Name/Commodity** (example: aluminum)
- Vendor** (example: Smith)
- Expiration Date** (example: 2/2/01 or 8/2001)
- Contact** (example: Doe or John)

Enter a search word

Sort results by

- Contract Name/Commodity**
- Vendor Name**
- Expiration Date**

Term Contract Report

Search for Vendor Name: ASPHALT PAVING SYSTEMS returned the following result:

Results 1 to 1
(1 Term Contracts)

Contract Number: Y12-1033

Expiration Date:
8/21/2015

Name/Commodity: Const. Term - Cold In-Place Recycled Bituminous Base Course and Asphalt Resurfacing

Vendor (Orange County Code): Asphalt Paving Systems, Inc. (69187)

Contact: Schmidt, John 407-836-5647

June 19, 2014

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

AMENDMENT NO. 2 / CONTRACT NO. Y12-1033
COLD IN-PLACE RECYCLED BITUMINOUS BASE COURSE AND ASPHALT
RESURFACING

Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540

This amendment is hereby incorporated into the contract documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

1. In accordance with General Conditions Article 26, Option to Extend the Term of the Contract, the County exercises Option No. 2 by extending the term of the contract as follows:

From: August 22, 2013 through August 21, 2014

To: August 22, 2014 through August 21, 2015

Option Year No. 2 prices will become effective on August 22, 2014. All other terms and conditions remain the same.

2. All other terms, conditions and specifications remain the same.

Board of County Commissioners
Orange County, FL



John E. Schmidt, CPPB, Sr. Contract Administrator
Purchasing and Contracts Division

6-19-14
Date

COPY

June 20, 2013

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

**AMENDMENT NO. 1 / CONTRACT NO. Y12-1033
COLD IN-PLACE RECYCLED BITUMINOUS BASE COURSE AND ASPHALT
RESURFACING**

**Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540**

This amendment is hereby incorporated into the contract documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

1. In accordance with General Conditions Article 26, Option to Extend the Term of the Contract, the County exercises Option No. 1 by extending the term of the contract as follows:


From: August 22, 2012 through August 21, 2013

To: August 22, 2013 through August 21, 2014

Option Year No. 1 prices will become effective on August 22, 2013. All other terms and conditions remain the same.

2. All other terms, conditions and specifications remain the same.

Board of County Commissioners
Orange County, FL



John E. Schmidt, CPPB, Sr. Contract Administrator
Purchasing and Contracts Division

6-20-13

Date

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
CONSTRUCTION TERM CONTRACT**

CONTRACT:

Made between the Board of County Commissioners, Orange County, Florida (hereinafter called COUNTY), represented by the Manager of Purchasing and Contracts executing this Contract, and:

**Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540**

Federal Identification Number: 22-3787755

The CONTRACTOR shall perform all the Work required by the Contract Documents for the proper execution and completion of **COLD IN-PLACE RECYCLED BITUMINOUS BASE COURSE AND ASPHALT RESURFACING** in full accordance with the drawings and as elaborated in the specifications of **Invitation for Bids No. Y12-1033-J2** (hereinafter referred to as IFB) which is made a part of this Contract as completely as if set forth herein.

**I
AMOUNT OF CONTRACT:**

The County shall pay the Contractor in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the estimated amount of One Million, Six Hundred Fifty-Two Thousand, One Hundred Dollars (\$1,652,100).

**II
ASBESTOS FREE MATERIALS:**

All work under this Contract will be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.

Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

III
ADMINISTRATIVE DATA:

Payments: Based upon invoices submitted to the Project Manager by the Contractor and Delivery Orders issued by the Project Manager, the County shall make payments against the Contract to the Contractor as provided in the Contract Documents.

Should the Contractor fail to complete all Work on or before the date stipulated for completion on a Delivery Order, or such later date as may result from an extension granted by the County, he shall pay and/or the County may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$200.00** for each consecutive calendar day after the date allowed by the Delivery Order until the entire work is complete, which sum is agreed upon as a reasonable and proper measure of damages which County will sustain per diem by failure of Contractor to complete the Work within time as stipulated; it being recognized by County and Contractor that the injury to County which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

IV
CONTRACT DOCUMENTS:

This Contract entered into this date by the Board of County Commissioners hereinafter called the County, represented by the Manager of Purchasing and Contracts executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

- A. The Contractor shall furnish all labor, equipment and materials and perform the Work described for the amount specified in individual Delivery Order in strict accordance with the General Conditions, Supplementary Conditions/Special Provisions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and designated as follows:
1. Orange County Invitation for Bids/Project Manual, **IFB No. Y12-1033-J2**, dated **March 19, 2012**; (which contains the Invitation for Bids, Notice, Instruction to Bidders, Bid Form and Attachments, this Contract, required Bonds and insurance certificates, General Conditions, Supplementary Conditions/Special Provisions, and Specifications);
 2. Asphalt Paving Systems, Inc's Bid Proposal dated **April 24, 2012**;
 3. Certificates of Insurance;
 4. Payment/Performance Bonds;

B. The order of precedence of items and documents is as follows:

Construction Contract
Permits
Supplemental Conditions/Special Provisions
General Conditions
Specifications/Technical Provisions
Drawings/Plans
Road Design, Structures, and Traffic Operations Standards (If applicable)
Florida Department of Transportation Standard Specifications for Road
and Bridge Construction (If applicable)
Bid Proposal
Instructions to Bidders

C. Contract Type:

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. Also, if the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

Moreover, if the Manager of Purchasing and Contracts determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

ORDER LIMITATIONS

a. Minimum Order - When the County requires goods or services covered by this contract in an amount less than \$1,000., the County is not obligated to purchase, nor is the Contractor obligated to provide these goods or services under the contract.

b. Maximum Order - The Contractor is not obligated to honor any order for goods or services in excess of \$500,000.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and/or services up to and including the quantity designated in the schedule as the "Total Estimated Amount." The County shall order at least the

quantity designated as the "Minimum" during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- D. Delivery Orders shall not exceed \$500,000 without the express written authority of the Manager, Purchasing and Contracts Division.
- E. This Contract is effective August 22, 2012 and shall remain effective through August 21, 2013.
- F. This Contract may be unilaterally renewed as provided in the Contract Documents, Part F, Article 26, "Option to Extend the Term of the Contract". Any amendments to this Contract must be in writing.
- G. This Contract may be cancelled or terminated as provided for in the Invitation for Bids.
- H. Ordering against the Contract:
 - 1. Unless otherwise specified in the Contract, the County will place orders by issuance of a numbered Delivery Order against this Contract. Each Delivery Order will specify the locations, description and completion time of the work.
 - 2. The obligations of Orange County under this Contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.
- I. Taxes:

The County has the following tax exemption certificates assigned:

 - 1. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
 - 2. Florida Sales and Use Tax Exemption Certificate No. 58-12-090729-53C.
- J. Invoicing:
 - 1. Invoices must be submitted, in duplicate, referencing this Contract number and the Delivery Order number to:

Public Works Department / Roads & Drainage Division
4200 S. John Young Parkway
Orlando, Florida 32839
 - 2. Invoices against this Contract are authorized only at the prices stated in your Bid response, unless otherwise provided in the Invitation for Bid.

V

TIME OF COMMENCEMENT AND FINAL COMPLETION:

Work to be completed within period specified on individual Delivery Orders, unless amended by written Change Order executed by both parties to this Contract.

VI

COMPLIANCE WITH M/WBE CONTRACT REQUIREMENTS:

By entering into this Contract, the Contractor affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her bid. The failure of the Contractor to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Purchasing and Contracts.

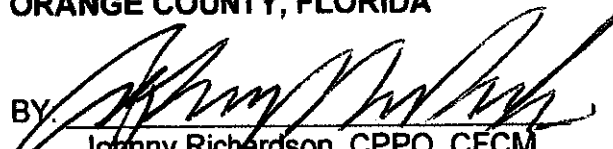
VII

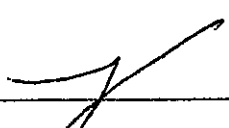
MISCELLANEOUS PROVISIONS:

- A. Terms used in this Contract which are defined in the General Conditions shall have the meanings designated in those conditions.
- B. No price adjustments shall be made on this contract to the bid price of any products or materials including but not limited to gasoline, diesel or other fuels, and bituminous materials, including asphalt, due to fluctuations in market prices, changes in suppliers or any other reason.
- C. County and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- D. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

**ASPHALT PAVING SYSTEMS, INC.
ZEPHYRHILLS, FLORIDA**

BY: 
Johnny Richardson, CPPO, CFCM
Manager, Purchasing and Contracts Division

BY: 
Signature
ROBERT CAPOFERRI, PRESIDENT
Type or Print Name

DATE: 8-31-12
(for County use only)

COPY

IFB NO. Y12-1033-J2

ISSUED: March 19, 2012

OFFICIAL BID FORM
TERM CONTRACT FOR
COLD IN-PLACE RECYCLED BITUMINOUS BASE COURSE AND ASPHALT
RESURFACING

Mail or Hand Deliver By 2:00 PM , April 24, 2012

ORIGINAL BID FORM AND THREE (3) COMPLETE COPIES

To:

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INTERNAL OPERATIONS CENTRE II
PURCHASING AND CONTRACTS DIVISION
400 E. SOUTH STREET – 2nd FLOOR
ORLANDO, FLORIDA 32801**

Bid Opening:

April 24, 2012, - 2:00 PM

ASPHALT PAVING SYSTEMS, INC.

COMPANY NAME

9021 WIRE ROAD

COMPLETE MAILING ADDRESS

ZEPHYRHILLS, FL 33540

CITY, COUNTY, STATE, ZIP CODE

813-788-0010

813-788-0020

TELEPHONE NUMBER

MARK ROHRBACH

FAX NUMBER

ponderosamark@hotmail.com

CONTACT PERSON

E-MAIL ADDRESS

TIN#: 22 3787755

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL**

PART D

**To the Board of County Commissioners
Orange County, Florida**

The bidder understands that he/she is bidding for a term Contract for which no specific projects have been identified in the Invitation for Bids. The Bidder further acknowledges to the following:

- a. The sites for the work that may be performed under this Contract may be anywhere within Orange County.
- b. Countywide local conditions that may impact the work have been considered.
- c. The Contract Form, General Conditions, Supplementary Conditions, and other Contract documents have been thoroughly examined.
- d. The resultant Contract will contain estimated quantities, unit prices, extended totals and a total estimated contract amount to furnish all labor, materials, plant, equipment, manpower and other resources, including overhead and profit. These costs shall be the means to price any and all Delivery Orders issued thereunder.
- e. Each specific site for work under this Contract shall be issued to the Contractor via Delivery Order per Articles 4, 24, 28, 29 of the General Conditions and other applicable provisions.
- f. This is a unit price Term Contract and the total Estimated Bid is the sum of all pay items total from the Bid Item Schedule, Pages D-3 through D-4.
- g. No specifications or drawings are applicable to the Contract. However, if required, specifications and drawings will apply to individual projects issued under specified Deliver Orders.

**TOTAL ESTIMATED BID:
(BASIC YEAR PLUS OPTION YEARS 1&2)**

FOUR MILLION NINE HUNDRED SIXTY SEVEN THOUSAND
ONE HUNDRED DOLLARS AND ZERO CENTS DOLLARS

(\$ 4,967,100.00)

In the event the Contract is awarded to this Bidder, he/she will enter into a formal written agreement with the County in accordance with the accepted Bid within ten (10) calendar days after said Contract is submitted to him/her. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids shall be cause for rejection of the bid as non-responsive.

Y12-1033-J2 SCHEDULE OF PRICES

Base Year						
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price	
1	Cold Recycled Bituminous Base Course	100,000	SY	\$ 4.75	\$ 475,000.00	
2	Emulsified Asphalt	200,000	GAL	\$ 2.40	\$ 480,000.00	
3	SP 12.5 in place, 1.5" (compacted)	100,000	SY	\$ 6.30	\$ 630,000.00	
4	Pavement Markings 4" (paint, yellow/white)	200,000	LF	\$ 0.30	\$ 60,000.00	
5	Pavement Markings (paint, messages and arrows)	200	EA	\$ 35.00	\$ 7,000.00	
6	Indemnification	1	LS	\$100.00	\$100.00	
Total Estimated Bid, Base Year					\$1,652,100.00	
Option Year #1						
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price	
7	Cold Recycled Bituminous Base Course	100,000	SY	\$ 4.75	\$ 475,000.00	
8	Emulsified Asphalt	200,000	GAL	\$ 2.40	\$ 480,000.00	
9	SP 12.5 in place, 1.5" (compacted)	100,000	SY	\$ 6.30	\$ 630,000.00	
10	Pavement Markings 4" (paint, yellow/white)	200,000	LF	\$ 0.30	\$ 60,000.00	
11	Pavement Markings (paint, messages and arrows)	200	EA	\$ 35.00	\$ 7,000.00	
Total Estimated Bid, Option Year #1					\$1,652,000.00	

Option Year #2						
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price	
12	Cold Recycled Bituminous Base Course	100,000	SY	\$ 4.75	\$ 475,000.00	
13	Emulsified Asphalt	200,000	GAL	\$ 2.40	\$ 480,000.00	
14	SP 12.5 in place, 1.5" (compacted)	100,000	SY	\$ 6.30	\$ 630,000.00	
15	Pavement Markings 4" (paint, yellow/white)	200,000	LF	\$ 0.35	\$ 70,000.00	
16	Pavement Markings (paint, messages and arrows)	200	EA	\$ 40.00	\$ 8,000.00	
Total Estimated Bid, Option Year #2					\$1,663,000.00	
Total Estimated Bid Price (Base Year plus Option Year #1 and #2					\$4,967,100.00	

The Bidder hereby agrees that there is attached a:

- | | | | | |
|-----|----------------------------------------------------------------------------------------------------------|-----|-------------------------------------|-----------------------------------------|
| 1. | Non-Collusion Affidavit | Yes | <input checked="" type="checkbox"/> | |
| 2. | Required Disclosure | Yes | <input checked="" type="checkbox"/> | |
| 3. | M/WBE Forms | | | |
| | Employment Data | Yes | <input checked="" type="checkbox"/> | |
| | Subcontractor/Supplier Page | Yes | <input checked="" type="checkbox"/> | |
| | M/WBE Survey | Yes | <input checked="" type="checkbox"/> | |
| 4. | Trench Safety Act Form | Yes | <input checked="" type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| 5. | Drug-Free Workplace Form | Yes | <input checked="" type="checkbox"/> | |
| 6. | Good Faith Effort Documentation
(If Goals have not been met) | Yes | <input checked="" type="checkbox"/> | NO ___ N/A ___ |
| 7. | Three (3) Complete <u>copies</u> of this Bid Form
with <u>all</u> attachments | Yes | <input checked="" type="checkbox"/> | |
| 8. | References (See Part C and Part G) | Yes | <input checked="" type="checkbox"/> | N/A ___ |
| 9. | Bid Bond on Form in Exhibit 1 (10% of Total Estimated
Contract Amount for First Contract Year) | Yes | <input checked="" type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| 10. | Licenses | Yes | <input checked="" type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| 11. | Current W9 | Yes | <input checked="" type="checkbox"/> | |
| 12. | Project Expenditure Report, Attachment F | Yes | <input checked="" type="checkbox"/> | |
| 13. | Relationship Disclosure Form, Attachment G | Yes | <input checked="" type="checkbox"/> | |
| 14. | Verification of Employment Status, Attachment H | Yes | <input checked="" type="checkbox"/> | |
| 15. | Management Plan submittal (See Part C & Part G) | Yes | <input checked="" type="checkbox"/> | |
| 16. | FDOT Pre-Qualification documentation (See Part G) | Yes | <input checked="" type="checkbox"/> | |

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the Bid. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your Bid. Material impacts include but are not limited to changes to specifications, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

If awarded this construction Contract, the Bidder agrees to complete the work covered by this Contract as specified on each Delivery Order.

The Bidder hereby agrees that the County reserves the right to waive informalities in any Bid and to reject any or all Bids, or to accept any Bid that in its judgement will be for the best interest of the County.

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD CERTIFICATION:

N/A - FDOT PREQUALIFICATION IS ATTACHED
(NAME OF HOLDER) (CERTIFICATION NO.)

(SIGNATURE OF BIDDER) (CERTIFICATE EXPIRATION DATE)

(NAME TYPED)

IDENTIFICATION OF BUSINESS ORGANIZATION

Complete and submit the following information:

Type of Organization

Sole Proprietorship Partnership

Joint Venture Corporation

State of Incorporation: NEW JERSEY

Principal Place of Business (Florida Statute Chapter 607): _____

500 EGG HARBOR RD, HAMMONTON, NJ 08037

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Bidder or proposer will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-Mail Address</u>

IN WITNESS WHEREOF, THE BIDDER HAS HEREUNTO SET HIS SIGNATURE AND AFFIXED HIS SEAL THIS 24th DAY OF April, A.D. 2012.

BY: _____

(SEAL)

TITLE: President

Robert Capoferri, President

PRINT NAME AND TITLE

FEDERAL I.D.# 22-378775