

**TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES  
(IFB-602096-14/BJC)**

THIS AGREEMENT is dated as of the 2 day of December 2014, by and between **THE MIDDLESEX CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is One Spectacle Pond Road, Littleton, Massachusetts 01460, 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".

**WITNESSETH:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide Pavement Management Program services to COUNTY; and

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

**WHEREAS**, CONTRACTOR is competent and qualified to provide Pavement Management Program services to COUNTY and desires to provide services according to the terms and conditions stated herein,

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

**Section 1. Services.** COUNTY does hereby retain CONTRACTOR to furnish materials and services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required materials and services shall be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific

materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement 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 Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials authorized by the Release Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the materials and services required and shall state the dates for delivery of materials and services and establish the amount and method of payment. The Release 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 Release Orders or that CONTRACTOR will perform any Release Order 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.

All contractors will be invited to participate in the quoting process for each project as directed by the COUNTY Representative. Detailed technical information will be provided to each

contractor, and they will have the opportunity to submit a quote based on the not-to-exceed price structure established in the agreements. The final bids will be normally submitted on either a lump sum or unit price basis, as stipulated by the COUNTY Representative. A lump sum bid will represent the total price for which a contractor offers to complete the work according to the detailed plans and specifications. Unit price bidding will be used in projects for which the quantity of materials or the amount of labor involved in some key tasks is particularly uncertain. In such cases, the contractors will be allowed to submit a list of unit prices for those tasks, computed by multiplying the quoted unit price for each specified task by the corresponding quantity in the COUNTY Representative's estimates for quantities. However, the total payment to the selected contractor will be based on the actual quantities multiplied by the respective quoted unit prices.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR shall be delivered, as specified in such Release Orders as may be issued hereunder, within the time specified therein.

**Section 5. Compensation.** COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued for a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed COUNTY's allocated budget for pavement management.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Release Order; but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials and services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as materials and services are furnished but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services therein, the name and address of CONTRACTOR, Release Order Number, Contract Number and any other information required by this Agreement.

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

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

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

Seminole County Public Works Department  
1101 East First Street  
Sanford, Florida 32771

(d) 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 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required hereunder and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. 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.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for herein and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the

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

**Section 8. Responsibilities of CONTRACTOR.** Neither COUNTY's review, approval or acceptance of, nor payment for any of the materials and services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials and services furnished under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all

reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Agreement and Release Order in Conflict.** Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

**Section 11. Equal Opportunity Employment.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising,

layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.



**Section 14. Assignment.** This Agreement nor 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 15. Subcontractors.** In the event that CONTRACTOR during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**Section 16. Indemnification of COUNTY.** CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR.

**Section 17. Insurance.**

(a) **General.** CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the

policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the Insurer, not the agent/broker.

(4) Neither approval by COUNTY, nor failure to disapprove the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY

shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

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

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00 (Each Accident)  
\$500,000.00 (Disease-Policy Limit)  
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an

aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy and the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

#### **Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to

filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 22. Independent Contractor.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.



**Section 24. Services Not Provided For.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

**Section 25. 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 the 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 26. 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.

**Section 27. 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 28. Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or 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 Public Works Department  
1101 East First Street  
Sanford, Florida 32771

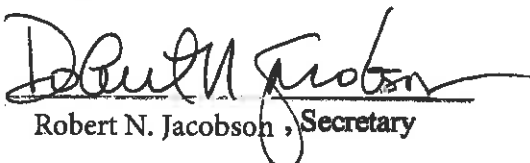
**For CONTRACTOR:**

The Middlesex Corporation  
One Spectacle Pond Road  
Littleton, Massachusetts 01460

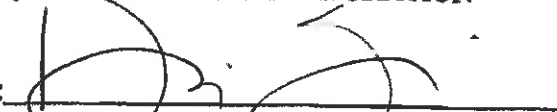
**Section 29. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

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

ATTEST:

  
Robert N. Jacobson, Secretary  
(CORPORATE SEAL)

THE MIDDLESEX CORPORATION

By:   
DAVID SOCCI, ~~Vice President~~  
Senior Vice/President Estimating  
Date: 11/21/2014

SEMINOLE COUNTY, FLORIDA

Sammy Roberts  
Witness  
Sammy Roberts  
Print Name

Leticia Figueroa  
Witness  
Leticia Figueroa  
Print Name

By: [Signature]  
RAY HOOVER, Purchasing and  
Contracts Manager  
Date: 12/2/14

For the use and reliance  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its 11/18,  
20 14, regular meeting.

Approved as to form and  
legal sufficiency.  
[Signature]

A-0059-15

County Attorney  
AEC:lpk  
8/28/14 10:14/14  
P:\Users\Legal Secretary CSB\Purchasing 2014\IFB-602096\Middlesea.doc

Attachments:

- Exhibit A - Scope of Services and Cost Structure
- Exhibit B - Sample Release Order

106173397

**PERFORMANCE BOND**

(\$500,000.00)

Seminole County Contract No. IFB-602096-14/BJC

**KNOW ALL MEN BY THESE PRESENTS that:**

The Middlesex Corporation

(Name of CONTRACTOR)

One Spectacle Pond Road, Littleton, MA 01460

(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 978-742-4400

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America  
(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

Surety's Telephone Number: (800) 852-6677

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand and 00/100 DOLLARS (\$500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than five hundred thousand (\$500,000.00).

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such, that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 2 day of December, 2014, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to the Pavement Management Program within Seminole County.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, and the Agreement referenced above, as the same may be amended.

**NOW, THEREFORE**, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and
2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorneys fees, including costs and attorneys fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorneys fees and costs and attorneys fees and costs on appeal) resulting from any failure to perform, up to \$500,000.00 and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted amount.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorneys fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to \$500,000.00.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the

Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

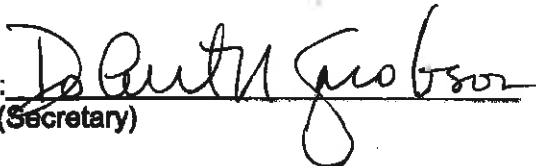
The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

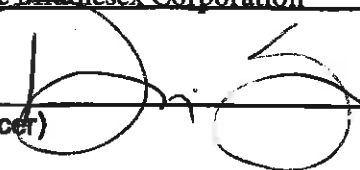
***(End of Document – Signature Pages Follow)***

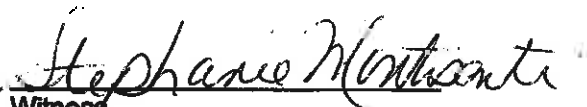
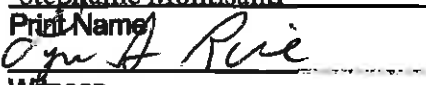
IN WITNESS WHEREOF, this instrument is executed this 21<sup>st</sup> day of November, 2014.

ATTEST:

By:   
(Secretary)  
Name: Robert N. Jacobson  
(Typed or Printed)

PRINCIPAL/CONTRACTOR

The Middlesex Corporation  
By:   
(Officer)  
Name: David Socci  
(Typed or Printed)  
Title: Senior Vice President Estimating  
Address: One Spectacle Pond Road  
City, ST ZIP: Littleton, MA 01460

  
Witness  
Stephanie Montisanti  
Print Name  
  
Witness  
Lyn I. Rice  
Print Name

**(Surety Signature Page Follows)**



ATTEST:

By: [Signature]  
Vice President

Name: Mark Herendeen  
(Typed or Printed)

[Signature]

Witness  
Jane Gilson

Print Name  
Maria Chaves

Witness  
Maria Chaves

Print Name

SURETY

Travelers Casualty and Surety Company of America

By: [Signature]  
(Officer)

Name: Jean Correia  
(Typed or Printed) FL License # E145173

Title: Attorney-in-Fact  
Aon Risk Services

Address: One Federal Street

City, ST ZIP: Boston, MA 02110

Countersigned by  
By: [Signature]  
Claudette Alexander Hunt  
FL Licensed Resident Agent # P134371

**NOTE:** Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. Agents of Surety companies must list their name, address, and telephone number on all Bonds.

**TRAVELERS**

**POWER OF ATTORNEY**

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226836

Certificate No. 005940818

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark P. Herendeen, Kevin A. White, Jean Correia, Maria Chaves, Theresan E. Rowedder, Jane Gilson, and Bryan Huft

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2014.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 5th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

106173397

**PAYMENT BOND**

(\$500,000.00)

Seminole County Contract No. IFB-602098-14/BJC

**KNOW ALL MEN BY THESE PRESENTS that:**

The Middlesex Corporation  
(Name of CONTRACTOR)

One Spectacle Pond Road, Littleton, MA 01460  
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 978-742-4400

a Corporation  
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America  
(Name of Surety)

One Tower Square, Hartford, CT 06183  
(Address of Surety)

Surety's Telephone Number: (800) 852-6677

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand DOLLARS (\$500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 2 day of December, 2014, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to Pavement Management Program within Seminole County.

PAYMENT BOND

**NOW, THEREFORE**, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.
2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.
3. This Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish CONTRACTOR with a notice that (s)he may look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. The Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this 21<sup>st</sup> day of November, 2014.

ATTEST:

PRINCIPAL/CONTRACTOR

By: Robert N. Jacobson  
(Secretary)

The Middlesex Corporation  
By: David Socci  
(Officer)

Name: Robert N. Jacobson  
(Typed or Printed)

Name: David Socci  
(Typed or Printed)

Title: Senior Vice President Estimating

Address: One Spectacle Pond Road

City, ST ZIP: Littleton, MA 01460

Stephanie Montisanti

Witness  
Stephanie Montisanti

Print Name  
Lyn I. Rice

Witness  
Lyn I. Rice  
Print Name

**(Surety Signature Page Follows)**

ATTEST:

By: [Signature]  
Vice President

Name: Mark Herendeen  
(Typed or Printed)

[Signature]  
Witness  
Jane Gilson  
Print Name  
Maria Chaves  
Witness  
Maria Chaves  
Print Name

SURETY

Travelers Casualty and Surety Company of America

By: [Signature]  
(Officer)

Name: Jean Correia  
(Typed or Printed) FL License # E145173

Title: Attorney-in-Fact  
Aon Risk Services

Address: One Federal Street

City, ST ZIP Boston, MA 02110

Countersigned by  
By: [Signature]  
Claudette Alexander Hunt  
FL Licensed Resident Agent # P134371

**NOTE:** Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. Agents of Surety companies must list their name, address, and telephone number on all Bonds.

STW 10/20/2013

PAYMENT BOND



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226836

Certificate No. 005940817

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark P. Herendeen, Kevin A. White, Jean Correia, Maria Chaves, Theresan E. Rowedder, Jane Gilson, and Bryan Huft

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss:

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

106173397

**MATERIAL AND WORKMANSHIP BOND**  
(\$250,000.00)

Seminole County Contract No. IFB-602096-14/BJC

**KNOW ALL MEN BY THESE PRESENTS** that:

The Middlesex Corporation  
(Name of CONTRACTOR)

One Spectacle Pond Road, Littleton, MA 01460  
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 978-742-4400

a Corporation  
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America  
(Name of Surety)

One Tower Square, Hartford CT 06183  
(Address of Surety)

Surety's Telephone Number: (800) 852-6677

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of \$250,000.00 as adjusted under the Contract Documents in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 2 day of December, 2014, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

The conditions of this obligation are such that if Principal shall promptly and faithfully protect the COUNTY against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

MATERIAL AND WORKMANSHIP BOND



The COUNTY shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from COUNTY, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

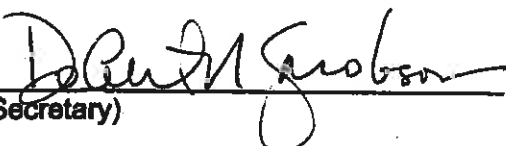
The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

***(End of Document – Signature Pages Follow)***

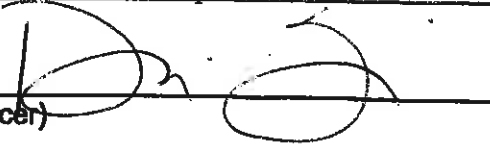
IN WITNESS WHEREOF, this instrument is executed this 21<sup>ST</sup> day of November, 2014.

ATTEST:

PRINCIPAL/CONTRACTOR

By:   
(Secretary)

The Middlesex Corporation

By:   
(Officer)

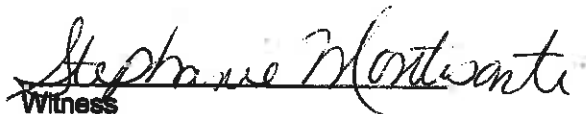
Name: Robert N. Jacobson  
(Typed or Printed)

Name: David Socci  
(Typed or Printed)

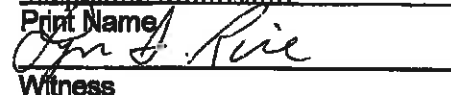
Title: Senior Vice President Estimating

Address: One Spectacle Pond Road

City, ST ZIP: Littleton, MA 01460

  
Witness

Stephanie Montisanti  
Print Name

  
Witness


Lyn I. Rice  
Print Name

**(Surety Signature Page Follows)**


ATTEST:

SURETY

Travelers Casualty and Surety Company of America

By:   
Vice President

Name: Mark Herendeen  
(Typed or Printed)

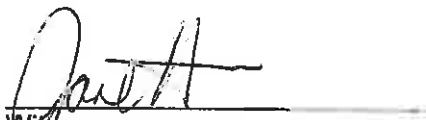
By:   
(Officer)

Name: Jean Correia  
(Typed or Printed) FL LICENSE # 8145173

Title: Attorney-in-Fact

Aon Risk Services  
Address: One Federal Street

City, ST ZIP: Boston, MA 02110

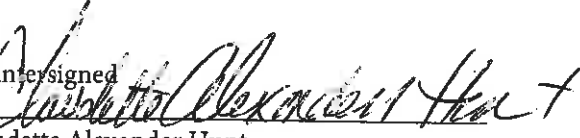


Witness  
Jane Gilson

Print Name  
Maria Chaves

Witness

Maria Chaves  
Print Name

Countersigned  
By:   
Claudette Alexander Hunt  
FL Licensed Resident Agent # P134371

**NOTE:** Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226836

Certificate No. 005940819

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark P. Herendeen, Kevin A. White, Jean Correia, Maria Chaves, Theresan E. Rowedder, Jane Gilson, and Bryan Huft

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

## EXHIBIT A

### Part 1 Scope of Services

**Seminole County Specification Hierarchy:** All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction <http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf>. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

#### PAY ITEM NOTES

##### GROUP I

###### **Superpave Asphaltic Concrete**

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. (Section 334).

Basis of payment shall be under Items No.:

(334-1-) Superpave Asphaltic Concrete – per ton.

###### **Asphalt Concrete Friction Course**

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. (Section 337)

Basis of payment shall be under Items No.:

(337-7-) Asphalt Concrete Friction Course – per ton.

###### **Bonded Asphalt Concrete Friction Course**

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. (Section 337B)

Basis of payment shall be under Items No.:

(901-337-8) Bonded Asphalt Concrete Friction Course – per ton.

###### **Miscellaneous Asphalt Pavement**

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control. (Spec Item No. 339)  
 Basis of payment shall be under Item No.:  
 (339-1) Miscellaneous Asphalt Concrete – per ton.

**Note:** 104 Erosion Control, 107 Litter Removal and Mowing, and 110 Clearing and Grubbing shall be included in the price bid for the top lift of asphalt including one of the items listed above.

## **GROUP II**

### **Prime and Tack Coats for Base Courses**

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916).**

Basis of payment shall be under Item No.:  
 (2-1) Prime and Sand – per square yard.

### **Asphalt Rubber Membrane Interlayer**

The pay item for Asphalt Rubber Interlayer includes cost of all work and materials associated with the Placement of the liquid rubber material, stone, equipment and all other incidentals required to place the rubber as specified under Section 341.

Basis of payment shall be under Items No.:  
 (341-70) Asphalt Rubber Membrane Interlayer – per square yard.

### **Open Graded Crack Relief Layer**

The pay item for Open Graded Crack Relief Layer includes cost of all work and materials associated with the placement of the mixture, equipment and all other incidentals required to place the mixture as specified under Section 340.

Basis of payment shall be under Items No.:  
 (906-340-1) Open Graded Crack Relief Layer- per square yard.

## **GROUP III**

### **Milling Existing Asphalt Pavement**

The basis of payment for milling shall be based on milling a single square yard at one inch depth. Each separate project bid shall specify the required mill depth that then may be multiplied by the depth in inches. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327).**

Basis of payment shall be under Item No.:  
 (327-70A) Milling Existing Asphalt Pavement - per square yard.

### **Milling Existing Asphalt Pavement (Yankee Lake)**

The basis of payment for milling shall be based on milling a single square yard at one inch depth. Each separate project bid shall specify the required mill depth that then may be

multiplied by the depth in inches. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327)**

Basis of payment shall be under Item No.:

(327-70B) Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

#### **Milling Existing Asphalt Pavement (Oviedo Yard)**

The basis of payment for milling shall be based on milling a single square yard at one inch depth. Each separate project bid shall specify the required mill depth that then may be multiplied by the depth in inches. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to 1620 N County Rd 426, Oviedo. **(Section 327)**.

Basis of payment shall be under Item No.:

(327-70C) Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

#### **Milling Existing Asphalt Pavement (Relocate)**

The basis of payment for milling shall be based on milling a single square yard at one inch depth. Each separate project bid shall specify the required mill depth that then may be multiplied by the depth in inches. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327)**.

Basis of payment shall be under Item No.:

(327-70D) Milling Existing Asphalt Pavement (Relocate) - per square yard.

### **GROUP IV**

#### **Temporary Retroreflective Pavement Markers (RPM)**

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM. **(Section 102)**.

Basis of payment shall be under Items No.:

(102-78) Temporary Retroreflective Pavement Markers – per each.

#### **Temporary Pavement Markings**

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102; 710)**.

Basis of payment shall be under Items No.:

(102-911-2) Removable Tape (White/Black) - 6" – per foot.

(102-912-2) Removable Tape (Yellow) - 6" – per foot.

(710-11-) Temporary Pavement Marking – Paint

## **GROUP V**

### **Liquidated Damages (LD):**

This item (LD) is a project specific item to be used with predetermined construction days to completion. All pertinent information, including identification of roadway type (major/minor) shall be included in the bid documents.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General conditions 3.2 are amended to include Article 5.2 of the 2010 FDOT Standard Specifications regarding governing order of documents.

General conditions 6.2.3: Work hours of 7:00 AM to 6:00 PM can be superseded by the bid solicitation documents.

General conditions 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General conditions 11.9.2; 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer on a case-by-case basis.

It is noted that Sub-article 6-1.3 of the 2010 FDOT Standard Specifications shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of (-) \$500.00 for each day for minor streets/roads.

Payment for LD is set at a rate of (-) \$1000.00 for each day for major roads.

A roadway is determined to be a minor street/road if it has a ADT less than 4000 vehicles per day; otherwise it is considered a major road. (Section 6 and 11).

Basis of payment shall be under Items No.:

(5-1) Liquidated Damages LD (For Major Roads) – per day.

(5-2) Liquidated Damages LD (For Minor Streets/Roads) – per day.

### **Mobilization Charge**

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. (Section 101).

Basis of payment shall be under Items No.:

(101-1) Mobilization Charge – each.

(101-2) Mobilization Charge for 24-hour emergency response – each.



### **Maintenance of Traffic (MOT)**

The price for MOT shall be on a per day basis and shall be for a time not exceeding the construction days specified in the project bid documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

No compensation will be made for time that exceeds the construction days specified in the bid. The price bid for MOT shall not exceed \$1500 per day. **(Section 102).**

Basis of payment shall be under: Item No. (102-1) Maintenance of Traffic – per day.

### **Traffic Control Officer**

The use of Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (4 hour minimum) and based on the hours worked by the officer as recorded by the Engineer. **(Section 102).**

Basis of payment shall be under Item No.:  
(102-14) Traffic Control Officer – per hour.

### **Portable Changeable Message Sign (PCMS)**

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be per each per day (ED) and based on the number of signs certified as installed/used on the project as recorded by the Engineer. **(Section 102).**

Basis of payment shall be under Item No.:  
(102-99) Portable Changeable Message Sign – each day.

### **Flowable Fill**

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern. Basis of payment shall be by the cubic yard (CY) and include all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under Item No.:  
(121-70) Flowable Fill – per cubic yard

### **Manhole and Water Valve Ring Adjustment**

The price of this item is for the installation of a manhole or water valve riser ring. **(Section 425).**

Basis of payment shall be under Items No.:  
(425-6) Water Valve or similar cover Adjustment – each (EA).  
(425-7) Manhole Ring Adjustment - each (EA).

## **GROUP VI**

### **FOB – Items**

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. Basis of payment will be by the unit of measure and contract rate for the individual pay item.

SP-4.75 Hot Mix Asphaltic Concrete can be substituted with S-I or S-III Marshall Mix with Seminole County Approval.

## **GROUP VII**

### **Type-B Stabilization**

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by **(Section 160)**.

Basis of payment shall be under Item No.:

(160-4) Type-B Stabilization – per square yard.

### **Base**

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. **(Section 285)**.

Basis of payment shall be under Items No.:

(285- ) Base Group - X – per square yard.

### **Shoulder Rework**

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding is not included in this item.

Basis of payment shall be under Item No.:

(577-70) Shoulder Rework - per square yard.

### **Regular Excavation**

The price for this item includes the grading excavation and removal of all materials. **(Section 120)**.

Basis of payment shall be under Items No.:

(120-1) Regular Excavation - per cubic yard.

### **Embankment**

The price for this item includes all materials required to build an embankment. **(Section 120)**.

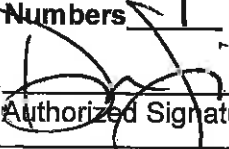
Basis of payment shall be under Items No.:

(120-6) Embankment- per cubic yard.

## **NOTE:**

Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

**EXHIBIT A**

<b>SUBMIT BIDS TO:</b> Seminole County 1301 E. Second Street Sanford, Florida 32771 <b>Attn: PURCHASING &amp; CONTRACTS (PCD)</b>	<p align="center"><b>INVITATION FOR BID</b></p> <p align="center">And Bidder Acknowledgment</p>
<b>Contact:</b> Betsy J. Cohen, CPPB Procurement Supervisor 407-665-7112 - Phone 407-665-7956 - Fax bcohen@seminolecountyfl.gov	<p align="center"><b>IFB-602096-14/BJC</b></p> <p align="center"><b>PAVEMENT MANAGEMENT PROGRAM</b></p>
<p align="center"><b><u>Bid Due Date</u></b></p> <p align="center"><b>Date: October 1, 2014</b>  <b>Time: 2:00 PM</b>                  (Eastern Standard Time)</p> <p align="center"><b><u>Location of Public Opening:</u></b>  <b>Purchasing &amp; Contracts Division, Conference Room</b>  <b>1301 E. Second Street, Sanford, FL 32771</b></p>	
<b>Proposer Name:</b> The Middlesex Corporation	<b>Federal Employer ID Number:</b> 04-2534615
<b>Mailing Address:</b> One Spectacle Pond Road	If returning as a "No Submittal", state reason (if so, return only this page):
<b>City, State, Zip:</b> Littleton, MA 01460	
<b>Type of Entity (Circle one):</b> Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Massachusetts</u> List of Principals: <u>Please See Attachment "A"</u>	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>1</u> :  Authorized Signature (Manual) <span style="float: right;">Date <u>9/24/14</u></span>
<b>Email Address:</b> dsocci@middlesexco.com	<b>Typed Name:</b> David Socci
<b>Telephone Number:</b> 978-742-4400	<b>Title:</b> Senior Vice President Estimating
<b>Fax Number:</b> 978-742-4434	<b>Date:</b> <u>9/24/14</u>

**THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID**

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

**Part 4  
Price Submittal**

**IFB-602096-14/BJC – Pavement Management Program**

Name of Bidder: The Middlesex Corporation

Mailing Address: One Spectacle Pond Road

Street Address: Same as Above

City/State/Zip: Littleton, MA 01460

Phone Number: ( 978 ) 742-4400 FAX Number: ( 978 ) 742-4434

E-Mail Address: dsoccl@middlesexco.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will accept to enter into an Agreement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, etc., indirect labor costs

Group I includes Asphalt	Subtotal: \$ <u>20,610,200.<sup>00</sup></u>
Group II is "Sand and Seal in-place"	Subtotal: \$ <u>266,500.<sup>00</sup></u>
Group III is "Milling"	Subtotal: \$ <u>289,000.<sup>00</sup></u>
Group IV is "Striping"	Subtotal: \$ <u>79,600.<sup>00</sup></u>
Group V is "Miscellaneous Items"	Subtotal: \$ <u>385,000.<sup>00</sup></u>
Group VI Asphalt Materials (materials only)	Subtotal: \$ <u>398,800.<sup>00</sup></u>
Group VII Earthwork	Subtotal: \$ <u>832,000.<sup>00</sup></u>
<b>TOTAL BID:</b>	<b>\$ <u>22,861,100.<sup>00</sup></u></b>

Performance/Payment/Material-Workmanship Bonds Costs: \$ 197,000.<sup>00</sup>  
(Do not include in Unit Costs)



IFB-602096-14/BJC - Pavement Management Program  
 PART A - ROAD CONSTRUCTION PRODUCTS AND RELATED MATERIALS IN-PLACE SERVICES

Labor and Materials

Group I: Asphalt Concrete, Surface Treatment and Friction Course in-place

Pay Item No.	Description	0-50 Tons/Job	51-399 Tons/Job	400 - 1999 Tons/Job	2000 - 3999 Tons/Job	4000 Tons/Job and Over	Sum of Extended Cost
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 100 Tons \$ 300.00 /ton	Estimated 500 Tons \$ 150.00 /ton	Estimated 2400 Tons \$ 94.00 /ton	Estimated 5000 Tons \$ 88.00 /ton	Estimated 8000 Tons \$ 85.00 /ton	\$ 1,474,600.00
		Total: \$ 30,000.00	Total: \$ 15,000.00	Total: \$ 225,600.00	Total: \$ 440,000.00	Total: \$ 704,000.00	
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 150 Tons \$ 300.00 /ton	Estimated 600 Tons \$ 150.00 /ton	Estimated 5000 Tons \$ 94.00 /ton	Estimated 7000 Tons \$ 90.00 /ton	Estimated 20000 Tons \$ 90.00 /ton	\$ 3,035,000.00
		Total: \$ 45,000.00	Total: \$ 90,000.00	Total: \$ 470,000.00	Total: \$ 630,000.00	Total: \$ 1,800,000.00	
334-1-22	Superpave Asphaltic Concrete Traffic Level B (PG 76-22) PMA	Estimated 100 Tons \$ 350.00 /ton	Estimated 400 Tons \$ 110.00 /ton	Estimated 3000 Tons \$ 115.00 /ton	Estimated 5000 Tons \$ 110.00 /ton	Estimated 9000 Tons \$ 110.00 /ton	\$ 1,988,000.00
		Total: \$ 35,000.00	Total: \$ 164,000.00	Total: \$ 345,000.00	Total: \$ 550,000.00	Total: \$ 990,000.00	
334-1-23	Superpave Asphaltic Concrete Traffic Level C (PG 76-22) PMA	Estimated 100 Tons \$ 350.00 /ton	Estimated 800 Tons \$ 170.00 /ton	Estimated 5000 Tons \$ 115.00 /ton	Estimated 7300 Tons \$ 112.00 /ton	Estimated 15000 Tons \$ 112.50 /ton	\$ 3,217,100.00
		Total: \$ 35,000.00	Total: \$ 136,000.00	Total: \$ 575,000.00	Total: \$ 817,600.00	Total: \$ 1,687,500.00	
337-7-40	Asphalt Concrete Friction Course FC-9.5 Traffic Level B	Estimated 100 Tons \$ 400.00 /ton	Estimated 300 Tons \$ 200.00 /ton	Estimated 3000 Tons \$ 140.00 /ton	Estimated 5000 Tons \$ 130.00 /ton	Estimated 8000 Tons \$ 130.00 /ton	\$ 2,210,000.00
		Total: \$ 40,000.00	Total: \$ 60,000.00	Total: \$ 420,000.00	Total: \$ 650,000.00	Total: \$ 1,040,000.00	
337-7-41	Asphalt Concrete Friction Course FC-12.5 Traffic Level B	Estimated 150 Tons \$ 350.00 /ton	Estimated 700 Tons \$ 175.00 /ton	Estimated 6000 Tons \$ 125.00 /ton	Estimated 8000 Tons \$ 115.00 /ton	Estimated 15000 Tons \$ 115.00 /ton	\$ 3,570,000.00
		Total: \$ 52,500.00	Total: \$ 122,500.00	Total: \$ 750,000.00	Total: \$ 920,000.00	Total: \$ 1,725,000.00	
337-7-42	Asphalt Concrete Friction Course FC-9.5 Traffic Level C	Estimated 80 Tons \$ 400.00 /ton	Estimated 300 Tons \$ 200.00 /ton	Estimated 1500 Tons \$ 140.00 /ton	Estimated 3500 Tons \$ 130.00 /ton	Estimated 6000 Tons \$ 130.00 /ton	\$ 1,537,000.00
		Total: \$ 32,000.00	Total: \$ 60,000.00	Total: \$ 210,000.00	Total: \$ 455,000.00	Total: \$ 780,000.00	

Company Name: The Middlesex Corporation



IFB-602096-14/BJC - Pavement Management Program  
**PART A - ROAD CONSTRUCTION PRODUCTS AND RELATED MATERIALS IN-PLACE SERVICES**  
 Labor and Materials

**Group I: Asphalt Concrete, Surface Treatment and Friction Course in-place**

Pay Item No.	Description	0-50 Tons/Job	51-399 Tons/Job	400 - 1999 Tons/Job	2000 - 3999 Tons/Job	4000 Tons/Job and Over	Sum of Extended Cost
337-7-43	Asphalt Concrete Friction Course FC-12.5 Traffic Level C	Estimated 80 Tons \$ 350.00 /ton	Estimated 350 Tons \$ 175.00 /ton	Estimated 3000 Tons \$ 125.00 /ton	Estimated 3500 Tons \$ 115.00 /ton	Estimated 8000 Tons \$ 115.00 /ton	\$ 1,786,750.00
		Total: \$ 28,000.00	Total: \$ 61,250.00	Total: \$ 375,000.00	Total: \$ 402,500.00	Total: \$ 920,000.00	
337-7-45	Asphalt Concrete Friction Course FC-12.5 Traffic Level D	Estimated 80 Tons \$ 350.00 /ton	Estimated 350 Tons \$ 175.00 /ton	Estimated 3000 Tons \$ 130.00 /ton	Estimated 3500 Tons \$ 120.00 /ton	Estimated 6000 Tons \$ 120.00 /ton	\$ 1,619,250.00
		Total: \$ 28,000.00	Total: \$ 61,250.00	Total: \$ 390,000.00	Total: \$ 420,000.00	Total: \$ 720,000.00	
904-337-9	Bonded-Asphalt Concrete-Friction Course-FC-5 (PG-76-22) Section-337B	Estimated 150 Tons \$ _____ /ton	Estimated 450 Tons \$ _____ /ton	Estimated 2400 Tons \$ _____ /ton	Estimated 3600 Tons \$ _____ /ton	Estimated 9600 Tons \$ _____ /ton	\$ _____
		Total: \$ _____	Total: \$ _____	Total: \$ _____	Total: \$ _____	Total: \$ _____	
339-1	Miscellaneous Asphalt Pavement	Estimated 200 Tons \$ 300.00 /ton	Estimated 500 Tons \$ 225.00 /ton	Estimated 2000 Tons \$ _____ /ton	Estimated 3600 Tons \$ _____ /ton	Estimated 8000 Tons \$ _____ /ton	\$ 172,500.00
		Total: \$ 60,000.00	Total: \$ 112,500.00	Total: \$ _____	Total: \$ _____	Total: \$ _____	
<b>TOTAL FOR GROUP I</b>							<b>\$ 2,010,200.00</b>



IFB-602096-14/BJC - Pavement Management Program

Group II: Sand and Seal in-place

Pay Item No.	Description	0-999 SY / Per Job	1000-1999 SY / Per Job	2000-2999 SY / Per Job	3000 SY and Over / Per Job	Sum of Extended Cost
2-1	Prime and Sand	Estimated 500 SY: \$ 4.00 /SY Total: \$ 2,000.00	Estimated 1000 SY: \$ 2.00 /SY Total: \$ 2,000.00	Estimated 2000 SY: \$ 1.00 /SY Total: \$ 2,000.00	Estimated 3000 SY: \$ 0.50 /SY Total: \$ 1,500.00	\$ 7,500.00
341-70	(Section 916) Asphalt Rubber Membrane Interlayer (ARMI)	Estimated 500 SY: \$ 25.00 /SY Total: \$ 12,500.00	Estimated 1000 SY: \$ 15.00 /SY Total: \$ 15,000.00	Estimated 2000 SY: \$ 11.00 /SY Total: \$ 22,000.00	Estimated 3000 SY: \$ 10.00 /SY Total: \$ 30,000.00	\$ 119,500.00
906-340-1	Open Graded Crack Relief Layer	Estimated 500 SY: \$ 25.00 /SY Total: \$ 12,500.00	Estimated 2000 SY: \$ 14.00 /SY Total: \$ 28,000.00	Estimated 5000 SY: \$ 11.00 /SY Total: \$ 55,000.00	Estimated 8000 SY: \$ 10.50 /SY Total: \$ 84,000.00	\$ 179,500.00
<b>TOTAL FOR GROUP II</b>						<b>\$ 266,500.00</b>



IFB-602096-14/BJC - Pavement Management Program

Group III: Milling existing asphalt pavement in-place

Pay Item No.	Description	0-999 SY / Per Job	1000-1999 SY / Per Job	2000-2999 SY / Per Job	3000 SY and Over / Per Job	Sum of Extended Cost
327-70A	Milling Existing Asphalt Pavement (Milled Material becomes property of Contractor)	Estimated 1000 SY/inch: \$ 10.00 /SY Total: \$ 10,000.00	Estimated 2000 SY/inch: \$ 6.00 /SY Total: \$ 12,000.00	Estimated 8000 SY/inch: \$ 2.50 /SY Total: \$ 20,000.00	Estimated 20,000 SY/inch \$ 2.50 /SY Total: \$ 50,000.00	\$ 92,000.00
327-70B	Milling Existing Asphalt Pavement (Yanke Lake) Material delivered to Yankee Lake Yard in Sanford at: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1000 SY/inch: \$ 12.00 /SY Total: \$ 12,000.00	Estimated 2000 SY/inch: \$ 6.50 /SY Total: \$ 13,000.00	Estimated 6000 SY/inch: \$ 3.00 /SY Total: \$ 18,000.00	Estimated 10,000 SY/inch \$ 3.50 /SY Total: \$ 35,000.00	\$ 68,000.00
327-70C	Milling Existing Asphalt Pavement (Oviedo Yard) Material delivered to County Yard in Oviedo at: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1000 SY/inch: \$ 13.00 /SY Total: \$ 13,000.00	Estimated 2000 SY/inch: \$ 6.50 /SY Total: \$ 13,000.00	Estimated 6000 SY/inch: \$ 3.00 /SY Total: \$ 18,000.00	Estimated 10,000 SY/inch \$ 3.50 /SY Total: \$ 35,000.00	\$ 68,000.00
327-70D	Milling Existing Asphalt Pavement (Relocate) Milled Material delivered to location within 5 miles of project limits	Estimated 1000 SY/inch: \$ 10.00 /SY Total: \$ 10,000.00	Estimated 2000 SY/inch: \$ 6.00 /SY Total: \$ 12,000.00	Estimated 6000 SY/inch: \$ 2.75 /SY Total: \$ 16,500.00	Estimated 10,000 SY/inch \$ 2.25 /SY Total: \$ 22,500.00	\$ 61,000.00
<b>TOTAL FOR GROUP III</b>						<b>\$ 289,000.00</b>





**Group IV: Temporary Pavement Marking In-place**

IFB-602096-14/BJC - Pavement Management Program

Pay Item No.	Description	Quantity	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	Estimated 2500 EA: \$ 5.00 /Each	\$ 12,500.00
102-911-2	Removable Tape (White/Black) - 6"	Estimated 5000 LF: \$ 2.50 /LF	\$ 12,500.00
102-912-2	Removable Tape (Yellow) - 6"	Estimated 5000 LF: \$ 2.50 /LF	\$ 12,500.00
710-11-111	Temporary Pavement Marking - Paint - White Solid Stripe 6"	Estimated 10,000 LF: \$ 0.50 /LF	\$ 5,000.00
710-11-141	Temporary Pavement Marking - Paint - White Skip Stripe 6"	Estimated 3000 LF: \$ 1.00 /LF	\$ 3,000.00
710-11-221	Temporary Pavement Marking - Paint - Yellow Solid Stripe 6"	Estimated 15,000 LF: \$ 0.50 /LF	\$ 7,500.00
710-11-241	Temporary Pavement Marking - Paint - Yellow Skip Stripe 6"	Estimated 5000 LF: \$ 1.00 /LF	\$ 5,000.00
710-11-123	Temporary Pavement Marking - Paint - 12" White	Estimated 5000 LF: \$ 0.75 /LF	\$ 3,750.00
710-11-125	Temporary Pavement Marking - Paint - Stop Bar 24" White	Estimated 3000 LF: \$ 1.50 /LF	\$ 4,500.00
710-11-910	Temporary Pavement Marking - Paint - School Zone	Estimated 24 EA: \$ 200.00 /Each	\$ 4,800.00
710-11-920	Temporary Pavement Marking - Paint - Railroad Crossing	Estimated 24 EA: \$ 200.00 /Each	\$ 4,800.00
710-11-170	Temporary Pavement Marking - Paint - White Arrows	Estimated 50 EA: \$ 75.00 /Each	\$ 3,750.00
<b>TOTAL FOR GROUP IV</b>			<b>\$ 119,600.00</b>

Company Name: The Middlesex Corporation



Group V: Miscellaneous Items, Mobilization, MOT, Speed humps, Utility Adjustment

IFB-602096-14/BJC - Pavement Management Program

Pay Item No.	Description	Quantity	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use only with projects having a defined time to completion as advertised in the individual bid for that project.) (Section 6 and 11)	Estimated 1 each -1,000.00 ED Total -\$1,000.00	Do not include this in bid total
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use only with projects having a defined time to completion as advertised in the individual bid for that project.) (Section 6 and 11)	Estimated 1 each -\$500.00 ED Total \$500.00	Do not include this in bid total
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes labor/equipment/materials	Estimated 30 each day \$ 35,000.00 /day Total \$ 1,140,000.00	Do not include this in bid total
101-2	Mobilization Charge for 24-hour emergency response. Includes labor/equipment/materials	Estimated 30 each day \$ 3,500.00 /day	\$ 105,000.00
102-1	Maintenance of Traffic Includes labor/equipment/materials (not to exceed \$1500 per day)	Estimated 30 ED \$ 1,500.00 /day	\$ 45,000.00
102-14	Traffic Control Officer	Estimated 100 HR \$ 75.00 /Hours	\$ 7,500.00
102-99	Portable Changeable Message Sign	Estimated 1000 ED \$ 35.00 /day	\$ 35,000.00
121-70	Flowable Fill Includes labor/equipment/materials	Estimated 1000 CY \$ 185.00 /CY	\$ 185,000.00
425-6	Water Valve or similar cover adjustment	Estimated 25 each: \$ 100.00 /Each	\$ 2,500.00
425-7	Manhole Ring Adjustment	Estimated 25 each: \$ 200.00 /Each	\$ 5,000.00
<b>TOTAL FOR GROUP V</b>			<b>\$ 385,000.00</b>

Company Name: The Middlesex Corporation



IFB-602096-14/BJC - Pavement Management Program

FOB Items > Materials Only

**Group VI: Asphalt Materials (materials only)**

Pay Item No.	Description	FOB Plant	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete (Section 334)	Estimated 1000 Tons \$ 52.00 /Ton Total: \$ 52,000.00	Estimated 200 Tons \$ 62.50 /Ton Total: \$ 12,500.00	\$ 64,500.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete (Section 334)	Estimated 1000 Tons \$ 55.00 /Ton Total: \$ 55,000.00	Estimated 200 Tons \$ 64.00 /Ton Total: \$ 12,800.00	\$ 67,800.00
6-3	SP-4.75 Hot Mix Asphaltic Concrete (Section 334)	Estimated 1000 Tons \$ 70.00 /Ton Total: \$ 70,000.00	Estimated 1000 Tons \$ 85.00 /Ton Total: \$ 85,000.00	\$ 155,000.00
6-4	Superpave Asphalt Concrete FC-12.5 > Granite Aggregate (with PG 76-22) (Section 337)	Estimated 200 Tons \$ 10.00 /Ton Total: \$ 2,000.00	Estimated 200 Tons \$ 105.00 /Ton Total: \$ 21,000.00	\$ 23,000.00
6-5	Superpave Asphalt Concrete FC-9.5 > Granite Aggregate (with PG 76-22) (Section 337)	Estimated 200 Tons \$ 90.00 /Ton Total: \$ 18,000.00	Estimated 200 Tons \$ 105.00 /Ton Total: \$ 21,000.00	\$ 39,000.00
6-6	Asphalt Milling Material	Estimated 500 Tons \$ 25.00 /Ton Total: \$ 12,500.00	Estimated 500 Tons \$ 35.00 /Ton Total: \$ 17,500.00	\$ 30,000.00
6-7	Tack Type RS-1/RS-2	Estimated 1000 Gallons \$ 3.50 /Gal Total: \$ 3,500.00		\$ 3,500.00
<b>TOTAL FOR GROUP VI</b>				<b>\$ 398,800.00</b>

Asphalt can be S-I or S-III Marshall Mix at Seminole County Approval.

Company Name: The Middlesex Corporation



IFB-602096-14/BJC - Pavement Management Program

Group VII: Earthwork

Pay Item No.	Description	0-1499 SY	1500 SY and Over	Sum of Extended Cost
160-4	Type B Stabilization -12" LBR 40	Estimated 1000 SY: \$ 25.00 /SY Total: \$ 25,000.00	Estimated 3000 SY: \$ 18.50 /SY Total: \$ 55,500.00	\$ 80,500.00
285-701	Base Group 01 (Limerock LBR 100)	Estimated 1000 SY: \$ 25.50 /SY Total: \$ 25,500.00	Estimated 1500 SY: \$ 18.00 /SY Total: \$ 27,000.00	\$ 52,500.00
285-706	Base Group 06 (Limerock LBR 100)	Estimated 1000 SY: \$ 30.00 /SY Total: \$ 30,000.00	Estimated 1500 SY: \$ 22.00 /SY Total: \$ 33,000.00	\$ 63,000.00
285-709-A	Base Group 09 (Limerock LBR 100)	Estimated 1000 SY: \$ 32.00 /SY Total: \$ 32,000.00	Estimated 3000 SY: \$ 26.00 /SY Total: \$ 78,000.00	\$ 110,000.00
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 1000 SY: \$ 65.00 /SY Total: \$ 65,000.00	Estimated 4000 SY: \$ 39.00 /SY Total: \$ 156,000.00	\$ 221,000.00
577-70	Shoulder Rework	Estimated 1000 SY: \$ 20.00 /SY Total: \$ 20,000.00	Estimated 3000 SY: \$ 12.50 /SY Total: \$ 37,500.00	\$ 57,500.00
<b>Pay Item No.</b>	<b>Description</b>	<b>0-1000 CY</b>	<b>1001 CY and Over</b>	<b>Sum of Extended Cost</b>
120-1	Regular Excavation	Estimated 1000 CY: \$ 35.00 /CY Total: \$ 35,000.00	Estimated 2500 CY: \$ 25.00 /CY Total: \$ 62,500.00	\$ 97,500.00
120-6	Embankment	Estimated 1000 CY: \$ 55.00 /CY Total: \$ 55,000.00	Estimated 2500 CY: \$ 38.00 /CY Total: \$ 95,000.00	\$ 150,000.00
<b>TOTAL FOR GROUP VII</b>				<b>\$ 832,000.00</b>

Company Name: The Middlesex Corporation

**TAX EXEMPTION NUMBERS**  
 FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

Board of County Commissions  
 Seminole County, Florida  
**PURCHASE ORDER**

**ORDER NUMBER:**

NOTE: ALL PACKAGES SUPPLIERS MUST REFER TO THE PURCHASE ORDER NUMBER

EXHIBIT A

EXHIBIT B

ORDER TYPE  
 ORDER DATE  
 REQ NUMBER  
 ANALYST  
 VENDOR NUMBER

**PURCHASING AND CONTRACTS DIVISION**  
 130 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE: (407) 885-7116 / FAX: (407) 885-7056

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

REQUESTING DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

**SUBMIT ALL INVOICES IN DUPLICATE TO:**  
 CLERK - B.C.C. FINANCE DIVISION  
 POST OFFICE BOX 8080  
 SANFORD, FL 32772-0869  
 Accts. Payable Inquiries - Phone (407) 865-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE  
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/21/2014

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).

<b>PRODUCER</b> First Niagara Risk Management, Inc 726 Exchange Street Suite 900  Buffalo NY 14210		<b>CONTACT NAME:</b> Christian Ruiz <b>PHONE (A/C No. Ext):</b> (716) 819-5500 <b>FAX (A/C No.):</b> (716) 819-5140 <b>E-MAIL ADDRESS:</b> christian.ruiz@fnrm.com	
<b>INSURED</b> The Middlesex Corporation 1 Spectacle Pond Road Littleton MA 01460		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nat'l Union Fire Ins Co of Pitt <b>NAIC#</b> 19445 <b>INSURER B:</b> New Hampshire Ins Co <b>23841</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 14-15 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 3,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7267135	7/1/2014	7/1/2015	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU Included					PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> Contractual Liability					GENERAL AGGREGATE \$ 6,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 6,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$	
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	3500763 - MA	7/1/2014	7/1/2015	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3500764 - FL			PROPERTY DAMAGE (Per accident) \$
							Physical Damage \$ ACV
	\$250 Comp/\$250 Coll ded						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$	
	DED RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
			018962583	7/1/2014	7/1/2015	E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Term Contract for Pavement; Management; Program Services; IFB-602096-14/BJC; Seminole County, FL TMC Job #48300. Board of County Commissioners, Seminole County is an Additional Insured on a primary and non-contributory basis in regard to the above Liability policies when required by executed written contract. 30-Day Notice of Cancellation, except for non-payment, applies in favor of the certificate holder.

<b>CERTIFICATE HOLDER</b>  enichols@seminolecountyfl.  Board of County Commissioners Seminole County Purchasing & Contracts Division 1301 East Second Street Sanford, FL 32771	<b>CANCELLATION</b>  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  Michael Bonetto/CRUIZ
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN "INSURED CONTRACT" (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY ENTITY YOU ARE REQUIRED IN A WRITTEN "INSURED CONTRACT" (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**ENDORSEMENT**

This endorsement, effective **12:01 A.M.** 07/01/14 forms a part of Policy No. 7267135

ANY ENTITY YOU ARE REQUIRED IN A WRITTEN  
issued to "INSURED CONTRACT" (HEREINAFTER CALLED  
ADDITIONAL INSURED) TO NAME AS AN INSURED  
by National Union Fire Insurance Co.

**ADDITIONAL INSURED - PRIMARY INSURANCE**

*This endorsement modifies insurance provided under the following:*

COMMERCIAL LIABILITY COVERAGE FORM

**Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance,** is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



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**Authorized Representative**

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/01/2014 forms a part of

policy No. 3500763 - MA / 3500764 - FL issued to THE MIDDLESEX CORPORATION

by National Union Fire Ins Co, of Pittsburgh, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

#### **BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 7/01/2014 forms a part of

policy No. 3500763 - MA / 3500764 - FL issued to THE MIDDLESEX CORPORATION

by National Union Fire Ins Co, of Pittsburgh, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**ADDITIONAL INSURED:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 7/01/2014 forms a part of Policy No. WC 018962583

Issued to The Middlesex Corporation

By NEW HAMPSHIRE INSURANCE COMPANY

Premium INCLUDED

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

Orange County Board of County Commissioners  
Purchasing & Contracts Division  
400 E. South Street  
Orlando, FL 32801

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



Authorized Representative