

CONTRACT

THIS CONTRACT, made effective as of this January 1, 2017, ("Effective Date") is by and between the **Orlando Utilities Commission** with its principal office located at 100 W. Anderson Street, Orlando, Florida, Party of the First Part and hereinafter called ("OUC"), and **All Terrain Tractor Service, Inc.**, a Florida corporation with its principal office in Orange City, Florida, Party of the Second Part and hereinafter called the ("Supplier"), jointly referred herein as the Parties.

WITNESSETH:

THAT WHEREAS, OUC has caused to be prepared, in accordance with law, specifications, drawings and other contract documents for the work as herein specified; and

WHEREAS, the said Supplier has submitted to OUC a proposal in accordance with the terms of this Contract; and

WHEREAS, OUC, in the manner prescribed by law, has determined the Supplier to be the most responsive and responsible bidder for the work and has awarded to the Supplier a contract therefore, for the sum or sums named in the Supplier's proposal or as otherwise amended by the Basis of Contract, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Supplier and of the mutual agreements herein contained, the Parties to these presents hereby agree, OUC for itself and its successors, and the Supplier for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows.

ARTICLE I. That the Supplier shall provide all labor, material and equipment necessary to provide Asphalt and Concrete Services beginning January 1, 2017 through December 31, 2019 in accordance with the Contract Documents including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in OUC's official award of this Contract to the Supplier. This Contract at the option of OUC may be extended for two (2) consecutive one (1) year periods starting January 1, 2020. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

In the event there is a conflict or contradiction among any of the Contract Documents, the order of precedence shall govern any contracts initiated under this Contract and all services rendered hereunder:

- A. This Contract, including any Basis of Contract.
- B. OUC's General Conditions included in the RFP document.
- C. OUC's Request for Proposal (RFP16 4218 OQ) with a RFP due date of September 28, 2016.
- D. Supplier's response to the Request for Proposal dated September 28, 2016.

ARTICLE II. That OUC will pay to the Supplier for the work embraced in this Contract, and the Supplier will accept as full compensation therefore, the sum (subject to adjustments as provided by the Contract) as submitted in the Supplier's Proposal for Asphalt and Concrete Services, RFP16 4218-2 OQ dated September 28, 2016, for all work included in the Contract, designated in the foregoing Article I; payment to be made in the manner provided in the proposal attached hereto.

ARTICLE III. That time of completion is of the essence of the Contract, and that the Supplier shall proceed with the specified work and shall conform to the schedule specified in General Requirements, or elsewhere in the specifications, which has been made a part of this Contract.

ARTICLE IV. Supplier acknowledges and agrees that (i) all material and information which has or will come into its possession or knowledge in connection with this Contract or the performance hereof, consists of confidential and proprietary information of OUC, of its affiliates or third party vendors who have licensed the information to

OUC under an obligation of confidentiality, and (ii) the disclosure to third parties or use by Supplier or third parties of such information will damage OUC. Supplier therefore agrees to hold such material and such information in strictest confidence, not to make use thereof other than for the performance of this Contract, and not to release such information or material to any person except for Supplier's personnel who have a need to know such information for the purposes of this Contract and who have signed a written Contract expressly agreeing not to use or disclose it. This confidentiality obligation shall survive termination of this Contract.

IN WITNESS WHEREOF, the Parties agree the Effective Date of this Contract shall be the day and year first above written.

Orlando Utilities Commission
 Signature [Signature] (SEAL)
 Kenneth P. Ksionek, General Manager & CEO

Date _____

Attest [Signature]
ELIZABETH H. MASON ASSISTANT SECRETARY

All Terrain Tractor Service, Inc.

Signature [Signature] (SEAL)

Title VP

Date 12/14/16

Witness Maisha Evans

Title Office manager

Witnesses Melvin R. Joseph

Awarded by the Orlando Utilities Commission on December 13, 2016.

The form of execution of the foregoing contract is hereby approved:

As to Orlando Utilities Commission

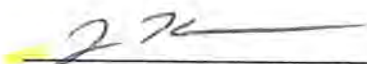
[Signature]
 Attorney for Orlando Utilities Commission

As to Supplier:

 Attorney for Supplier

CERTIFICATE OF COUNSEL
(Where Supplier is a Corporation)

I do hereby certify that the Contract has been duly and lawfully executed by the Supplier acting by and through all officers and agents thereunto respectively required for the valid execution thereof, and that the same respectively constitutes a valid and binding obligation of such party. In lieu of Counsel Certification, a letter of signatory authority from the Corporate Secretary on official letterhead bearing the corporate seal may be submitted.



Signature of Counsel for Principal
(Supplier)

James T. Crow

Type or print name of Counsel

949 Shadick Dr
Orange City FL 32763

Type or print address of Counsel

CERTIFICATE OF COUNSEL
(Where Supplier is an individual or partnership)

I hereby certify that the Contract has been duly and lawfully executed by the Supplier, or if the Supplier be a partnership by a partner thereunto duly and lawfully authorized and that such person, officers and agents were thereunto lawfully authorized and that the same respectively constitutes a valid and binding obligation of such party.

Signature of Counsel for Principal
(Supplier)

Type or print name of Counsel

Type or print address of Counsel