

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the ___ day of _____ in the year 2009, between The **CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **SUPERIOR ASPHALT OF CENTRAL FLORIDA, INC.**, P.O. Box 1257, Mount Dora, Florida 32756-1257 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. Services. The CONTRACTOR shall perform the following services:

Reconstruction of Lake Street as described in the plans prepared by Riddle Newman Engineering Inc. dated 6/5/2009 and consisting of sheets C1.1, C2.1, C2.2, and C3.1.

Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects. The services to be performed under this Agreement shall not exceed a total price of \$187,355.76. The cost of construction services are \$185,500.75 and are detailed in **Exhibit "A"**. An additional \$1,855.01 is included for the cost of a Public Construction Bond (Payment & Performance Bonds). The cost of the services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price. Said price includes all labor, equipment and materials needed to complete the project as described herein.

2. Labor and Materials. All work will be done in a competent and workman like manner, using quality, new materials in compliance with the plans prepared by Riddle Newman Engineering Inc. dated 6/5/2009 and consisting of sheets C1.1, C2.1, C2.2, and C3.1. CONTRACTOR shall guarantee all materials and workmanship furnished under this agreement as provided in Exhibit "A" hereto.

3. Insurance. The CONTRACTOR will maintain throughout this Agreement the following insurance:

- a.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles. Coverage limit will be \$1,000,000 combined single limits with the CITY named as an additional insured.

- b.** Comprehensive General Liability, including
 - Contractor's Protective Liability Product, Completed Operations, and Contractual Liability in the amount of \$1,000,000
 - Employer's Liability - \$500,000.00
 - Bodily Injury - \$500,000.00 each person

Personal Injury Liability -\$500,000 each person
with the CITY named as an additional insured.

c. Worker's Compensation - Statutory Benefits

A certificate of insurance evidencing all required coverages, shall be delivered to CITY by CONTRACTOR prior to starting work. Each policy shall contain a provision that it may not be canceled for any reason without prior, written notice being given to CITY by the insurer. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida.

4. Waiver of Lien. The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of: any unpaid bills for labor, services or materials furnished to this project.

5. Indemnification. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all third party claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of personal injury to persons or tangible property of others to the extent caused by the performance of CONTRACTOR'S duties under this Contract, through the negligence of the CONTRACTOR, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. The CONTRACTOR'S indemnification is conditioned on the CITY'S (a) providing reasonable notice to the CONTRACTOR of any claim, and (b) providing reasonable cooperation in the defense of any claim.

6. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

7. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for any permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. The CITY shall obtain and pay for any permits and licenses required by law that are associated with the CITY'S installation of any equipment and/or materials hereunder.

8. Access to Records. CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination in person by the CITY at the CONTRACTOR'S place of business during normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

9. Contingent Fees Prohibited. The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee and / or its authorized representative working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee and / or its authorized representative working solely for the

CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

10. Payment. CITY shall compensate CONTRACTOR for their services in the following manner based on actual work performed once per month. The CONTRACTOR will submit a pay application to the City Representative for payment review and approval no sooner than the 25th of each month. Pay application for final payment may be made upon completion of the project. No other costs or services shall be billed to the CITY.

11. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or disclosed by the CITY (or by such sub-consultants and specialty consultants of the CITY) in rendering services hereunder shall be the sole property of the CITY. All devices, designs (including drawings), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by the CONTRACTOR, and all intellectual property rights, shall remain CONTRACTOR'S sole property. The CITY and the CONTRACTOR grant to the other party to this agreement a non-exclusive, non-transferable license to use any such material solely for the other parties' use for the manufacturing of, installation of, or the use of the equipment purchased under this agreement. Unless required by applicable law, neither the CITY nor the CONTRACTOR shall disclose any such material to any third party without the other party's prior written consent. All original documents shall be permanently kept on file at the office of the respective parties.

12. Independent Contractor. The CONTRACTOR is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

13. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

14. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

15. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

16. Term and Termination. Work shall commence within fifteen (15) calendar days after CITY issues a Notice to Proceed. All services to be rendered by the CONTRACTOR shall be



completed in accordance with the plans and specifications no later than seventy-five (75) days after CITY issues a Notice to Proceed. The term of this Agreement shall be for an initial term, up through and including six (6) months from the date of Notice to Proceed or until the project is completed, whichever occurs first. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently provided prior to cancellation or suspension up to the date of termination.

17. Contact Person. The primary contact person under this Agreement for the CONTRACTOR shall be CHARLIE WALKER. The primary contact person under this Agreement for the CITY shall be JIMMY FEAGLE.

18. Approval of Contractors. The CITY reserves the right to approve the contact person and the persons actually performing the CONTRACTOR services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines, located in the bottom right corner of the page.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

**SUPERIOR ASPHALT OF CENTRAL
FLORIDA, INC.**

By: Howard A. Hewitt

Printed: Howard A. Hewitt

Its: President
(Title)

Date: 7/1/09





Superior Asphalt of Central Florida, Inc.

Post Office Box 1257 • Mount Dora, Florida 32756-1257
(352) 383-2889 Fax (352) 383-6512

PROPOSAL

June 16, 2009

Mr. Mike Thornton, Purchasing Manager
City of Leesburg
2010 Griffin Road
Leesburg, FL 34748

Dear Mr. Thornton,

Attached is our proposal for reconstruction of Lake Street as described in the plans prepared by Riddle Newman Engineering Inc., dated 6/5/09 and consisting of sheets C1.1, C2.1, C2.2, and C3.1.

Scope of Work

See attached scope of work and pay schedule.

Authorized Signature: _____


Charles A. Walker

Payment: To be paid upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to Standard practices. Any alteration or deviation from the specification involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Worker's Compensation insurance.

Note: This proposal may be withdrawn if not accepted within 15 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Proposal-

Accepted by: _____

Date: ____/____/____

Superior Asphalt of Central FL, Inc.

City of Leesburg Lake Street for Main to 441 REVISED

ITEM DESCRIPTION	UNIT	QTY	UNIT BID	AMOUNT BID
DRAINAGE CONSTRUCTION				
Mobilization / General Conditions	LS	1	11,220.00	11,220.00
Maint of Traffic (Closed to Local Traffic Only)	LS	1	2,800.00	2,800.00
Demo Existing Concrete Sidewalk	SF	180	9.00	1,620.00
Demo Existing Storm Basin	EA	4	460.00	1,840.00
Demo Storm Piping	LF	13	40.00	520.00
New Miami Curbing	LF	1,825	10.50	19,162.50
New Type F Inlet	EA	1	2,250.00	2,250.00
New Type V Inlet	EA	1	2,900.00	2,900.00
New Modified Type V Inlet	EA	1	5,300.00	5,300.00
New Type C Inlet	EA	1	1,750.00	1,750.00
18" RCP	LF	46	41.00	1,886.00
New 6" Concrete Includes Handi Cap Ramp	SY	180	50.50	9,090.00
Saw Cut Curb Line	LS	1	650.00	650.00
Sub-Total				60,988.50
ROADWAY CONSTRUCTION				
Mobilization / General Conditions	LS	1	7,480.00	7,480.00
Maint of Traffic	LS	1	4,200.00	4,200.00
Demo Existing Asphalt/Concrete (Driveway Areas)	SY	220	9.00	1,980.00
Demo Existing Asphalt Roadway	LS	1	11,500.00	11,500.00
Excavation & Grading	LS	1	14,900.00	14,900.00
12" Stabilized Subbase	SY	2,695	3.40	9,163.00
12" Limerock Base	SY	2,605	11.35	29,566.75
3" Asphalt	SY	2,160	16.25	35,100.00
Tie In Asphalt Driveways	LS	1	3,400.00	3,400.00
Sod Behind Curb	SY	475	2.10	997.50
Asph.				
Mill Asphalt at West Curb Line	LS	1	2,200.00	2,200.00
1.5" Asphalt Overlay of Existing Asphalt	SY	460	8.75	4,025.00
Sub-Total				124,512.25
Prices does not include Striping/Signs				
One VMB by City				
Grand Total				185,500.75