

Contract No.: CN08-14
Bid/Proposal No.: NC07-025

CONTRACT FOR
CULVERT - METAL

THIS CONTRACT entered into this 22nd day of October, 2007, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and Contech Construction Products, Inc., 8250 62nd Street, North Pinellas Park, Florida 33781, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Culvert - Metal, Bid No. NC07-025, on August 23, 2007 at 2:00 p.m.; and

WHEREAS, the Road & Bridge Department determined that Contech Construction Products, Inc. was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "A"; and

WHEREAS, on September 24, 2007, the Board of County Commissioners of Nassau County, based on the recommendation of the Road & Bridge Department, awarded the bid to Contech Construction Products, Inc., subject to execution of this contract.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish materials or services as further described in the Scope of Services attached hereto as Exhibit "B" and made a part hereof. Required materials and service shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for materials ordered without proper purchase order authorization. The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and

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CONTRACT MANAGEMENT

in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Goods/Services

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Coordinator's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 4. Inspection/Acceptance Title

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or its using Department.

SECTION 5. Firm Prices

Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, **F.O.B. DESTINATION,**

vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

SECTION 10. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

SECTION 11. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

SECTION 12. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 13. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 14. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 17. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

SECTION 18. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 19. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods and services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Period of Contract/Option to Extend or Renew

This Contract shall begin on the date of execution of this contract and terminate September 30, 2009. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Exercise of Option

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

SECTION 22. Probationary Period

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 23. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

SECTION 24. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 25. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or

in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

Workers' Compensation: The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability.

Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 26. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Coordinator with a copy to the Department Head and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Coordinator and the Department Head or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Department Head or his/her designee, and the County Attorney and the County Coordinator and the Department Head or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Coordinator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 27. Entire Agreement


The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

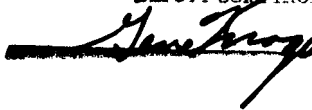
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JIM B. HIGGINBOTHAM
Its: Chairman

ATTEST:

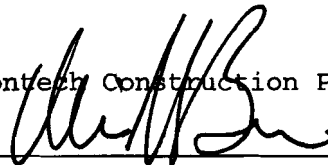

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER

 DATE 10/23/07

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY

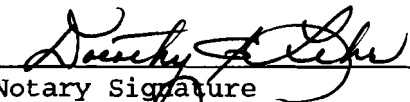

DAVID A. HALLMAN

Contech Construction Products

By: William M. Burnette
Its: Regional Vice President

STATE OF Florida
COUNTY OF Pinellas

Before me personally appeared, William M. Burnette, who is personally known XX or produced N/A as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 3rd day of October, 2007.


Notary Signature

Notary-Public-State of Florida at large
My Commission expires: December 30, 2007



BID TABULATION SHEET

BID TITLE: NC07- 025 Culvert - Metal

DATE OPENED: August 23, 2007

BASIS OF AWARD: Lowest In Total Cost Valuation

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	BIDDERS	PIPE	PIPE	MES	MES
				Gulf Atlantic Culvert Company Inc	Metal Culverts Inc		Gulf Atlantic Culvert Company Inc
1	12" PLAIN	Per Foot	\$6.26		\$7.57	\$52.50	\$67.60
2	15"	Per Foot		\$7.52	\$9.52		\$87.64
3	18"	Per Foot		\$8.97	\$11.31		\$89.76
4	24"	Per Foot		\$11.88	\$15.13		\$142.80
5	30"	Per Foot		\$18.59	\$23.38		\$253.08
6	36"	Per Foot		\$22.24	\$27.88		\$347.36
7	42"	Per Foot		\$35.53	\$45.82		\$610.48
8	48"	Per Foot		\$40.55	\$52.19		\$777.90
9	54"	Per Foot		\$45.87	\$59.50		\$971.40
10	60"	Per Foot		\$65.29	\$83.73	\$1,470.00	\$1,496.38
11	66"	Per Foot		\$71.76	\$91.80	\$1,680.00	\$1,788.24
12	72"	Per Foot		\$88.73	\$99.96	\$1,995.00	\$2,378.98
13	84"	Per Foot		No Bid	\$144.25	\$3,654.00	No Bid

Note: Contech Construction Products INC Band prices at 1X Per Foot price to 60" and 1 1/2X Per foot price for 66", 72" & 84".

EXHIBIT "A"

BID TABULATION SHEET

BID TITLE: NC07-025 Culvert - Metal
 DATE OPENED: August 23, 2007
 BASIS OF AWARD: Lowest in Total Cost Valuation

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	BIDDERS	PIPE		MES	MES	
				Gulf Atlantic Culvert Company Inc	Metal Culverts Inc		Gulf Atlantic Culvert Company Inc	Metal Culverts Inc
1	12" COATED	Per Foot	\$7.00		\$10.24	\$66.15		\$79.65
2	15"	Per Foot	\$8.57		\$12.88	\$73.50		\$105.10
3	18"	Per Foot		\$10.05	\$15.30	\$98.70		\$133.45
4	24"	Per Foot		\$13.23	\$20.47	\$156.30		\$200.85
5	30"	Per Foot		\$20.23	\$31.63	\$272.76		\$317.65
6	36"	Per Foot		\$24.16	\$37.72	\$374.24		\$416.10
7	42"	Per Foot		\$37.75	\$61.99	\$646.00		\$711.05
8	48"	Per Foot		\$43.33	\$70.61	\$827.94		\$877.65
9	54"	Per Foot		\$50.34	\$80.50	\$1,060.80		\$1,060.60
10	60"	Per Foot		\$70.35	\$113.28	\$1,690.50	\$1,607.70	
11	66"	Per Foot	\$80.85		\$124.20	\$1,932.00	\$1,923.36	
12	72"	Per Foot		\$95.73	\$135.24	\$2,294.25	\$2,560.98	
13	84"	Per Foot		No Bid	\$195.16	\$4,105.50	No Bid	

BID TABULATION SHEET

BID TITLE: NC07-025 Culvert - Metal
 DATE OPENED: August 23, 2007
 BASIS OF AWARD: Lowest in Total Cost Valuation

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	BIDDERS	PIPE	PIPE		MES	MES
				Gulf Atlantic Culvert Company Inc	Metal Culverts Inc		Gulf Atlantic Culvert Company Inc	Metal Culverts Inc
1	17" x 13" PLAIN	Per Foot		\$8.12	\$10.20		\$71.84	\$110.90
2	21" x 15"	Per Foot		\$9.62	\$11.99		\$94.96	\$146.10
3	28" x 20"	Per Foot		\$12.61	\$16.15	\$141.75		\$211.00
4	35" x 24"	Per Foot		\$19.39	\$24.40		\$243.49	\$357.70
5	42" x 29"	Per Foot		\$23.25	\$29.07	\$333.90		\$462.20
6	49" x 33"	Per Foot		\$36.61	\$47.18	\$562.80		\$792.40
7	57" x 38"	Per Foot		\$41.77	\$53.64		\$716.32	\$1,016.55
8	64" x 42"	Per Foot		\$47.23	\$61.12	\$909.30		\$1,206.35
9	71" x 46"	Per Foot		\$66.68	\$85.51	\$1,543.50		\$1,807.75
10	83" x 58"	Per Foot		\$90.49	\$102.17		\$2,062.78	\$2,372.15
				PIPE	PIPE		MES	MES
1	17" x 13" COATED	Per Foot		\$9.73	\$13.80		\$83.11	\$130.90
2	21" x 15"	Per Foot		\$11.77	\$16.22		\$112.16	\$172.15
3	28" x 20"	Per Foot		\$15.30	\$21.85	\$162.75		\$226.40
4	35" x 24"	Per Foot		\$22.67	\$33.01	\$280.35		\$418.30
5	42" x 29"	Per Foot		\$27.09	\$39.33	\$384.30		\$540.25
6	49" x 33"	Per Foot		\$41.05	\$63.83	\$647.85		\$944.00
7	57" x 38"	Per Foot		\$47.32	\$72.57		\$805.12	\$1,211.55
8	64" x 42"	Per Foot	\$53.99		\$82.69	\$1,045.80		\$1,437.25
9	71" x 46"	Per Foot	\$74.24		\$115.69	\$1,775.55		\$2,114.30
10	83" x 58"	Per Foot		\$99.40	\$138.23		\$2,258.80	\$2,776.25

EXHIBIT "B"

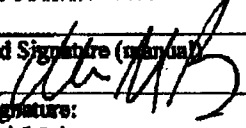
INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Culvert - Metal		
Bid Number: NC07-025		
Requesting Department: Road & Bridge	Bid Contact: George Aviles Jr.	
Address: 37356 Pea Farm Road Hilliard FL 32046	Contact Number: (904) 845-3610	
Bid Due/Opening Date: August 23, 2007	Bid Time Due: 2:00 PM	Bid Opening Time: 2:05 PM
Location to Deliver Bid: Nassau County Board of County Commissioners, C/O John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee FL 32097.		

In accordance with the intent and content of this invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's bidder list, or other remedies available to the County under the laws of the State of Florida.

CONTECH Construction Products Inc.

Legal Name of Bidder: CONTECH Construction Products Inc.		
Business Address 8250 62nd Street, North Pinellas Park, FL 33781		
Phone Number 727-544-8811	Fax Number 727-541-2371	E-Mail Address: burnetteb@contech-cpi.com
Nassau County Occupational License Number: N/A		
Contractor's Florida License Number (as applicable): N/A		
Authorized Signature (signature) 		Date: August 20, 2007
Printed Signature: William M. Burnette		Title: Regional Vice President

BIDDER DECLARATION / ACKNOWLEDGMENT

THIS BID IS SUBMITTED TO NASSAU COUNTY (A.K.A. - OWNER OR COUNTY):

Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with Nassau County Board of County Commissioners, to perform and furnish all goods and services specified or indicated in the Contract Documents for the Agreement(s) Price and within the Agreement(s) Time indicated in this Bid Form, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

(THIS PAGE MUST BE RETURNED WITH YOU BID)

**SECTION F. BID PRICE SHEET: BID ITEM NO. NC07-025
METAL CULVERT**

1. GALVANIZED METAL CIRCULAR PIPE SRD SECTION 943

<u>Diameter</u>	<u>Gauge</u>	<u>Price Per Foot(Plain)</u>	<u>Price Per Foot(Coated)</u>
12"	16	<u>6.26</u>	<u>7.00</u>
15"	16	<u>7.30</u>	<u>8.57</u>
18"	16	<u>8.47</u>	<u>9.98</u>
24"	16	<u>11.16</u>	<u>13.13</u>
30"	14	<u>16.57</u>	<u>19.50</u>
36"	14	<u>20.53</u>	<u>24.15</u>
42"	12	<u>32.34</u>	<u>36.75</u>
48"	12	<u>36.96</u>	<u>42.00</u>
54"	12	<u>43.43</u>	<u>49.35</u>
60"	10	<u>60.90</u>	<u>69.30</u>
66"	10	<u>71.51</u>	<u>80.85</u>
72"	10	<u>78.54</u>	<u>89.25</u>
84"	8	<u>142.80</u>	<u>157.50</u>
12" MES		<u>52.50</u>	<u>66.15</u>
15" MES		<u>64.05</u>	<u>73.50</u>
18" MES		<u>86.10</u>	<u>98.70</u>
24" MES		<u>135.45</u>	<u>155.40</u>
30" MES		<u>227.75</u>	<u>260.40</u>

**REMINDER: THIS FORM IS TO BE INCLUDED WITH BID.
FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.**

**SECTION F. BID PRICE SHEET: BID ITEM NO. NC07-025
METAL CULVERT**

1. GALVANIZED METAL CIRCULAR PIPE SRD SECTION 943

<u>Diameter</u>	<u>Gauge</u>	<u>Price Per Foot(Plain)</u>	<u>Price Per Foot(Coated)</u>
36" MES		<u>318.15</u>	<u>365.40</u>
42" MES		<u>535.50</u>	<u>616.35</u>
48" MES		<u>643.65</u>	<u>740.25</u>
54" MES		<u>866.25</u>	<u>996.45</u>
60" MES		<u>1,470.00</u>	<u>1,690.50</u>
66" MES		<u>1,680.00</u>	<u>1,932.00</u>
72" MES		<u>1,995.00</u>	<u>2,294.25</u>
84" MES		<u>3,654.00</u>	<u>4,105.50</u>

CONTECH Construction Products Inc.
Company
8250 62nd Street North
Address
Pinellas Park, FL 33781
City State Zip
Bid Submitted By: William M. Burnette
727-544-8811
Telephone

Note: Bands priced at 1xper foot price of pipe to 60" and 1 1/2xper foot price of pipe for 66",72" and 84".
 MES based on FDOT Specifications

**REMINDER: THIS FORM IS TO BE INCLUDED WITH BID.
 FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.**

SECTION F. BID PRICE SHEET: BID ITEM NO. NC07-025
METAL CULVERT

2. GALVANIZED METAL ARCH PIPE SRD SECTION 943

<u>Diameter</u>	<u>Gauge</u>	<u>Price Per Foot(Plain)</u>	<u>Price Per Foot(Coated)</u>
17"x13"	16	<u>7.74</u>	<u>9.14</u>
21"x15"	16	<u>8.98</u>	<u>10.60</u>
28"x20"	16	<u>11.83</u>	<u>13.95</u>
35"x24"	14	<u>17.57</u>	<u>20.73</u>
42"x29"	14	<u>21.76</u>	<u>25.66</u>
49"x33"	12	<u>34.50</u>	<u>40.71</u>
57"x38"	12	<u>39.18</u>	<u>46.23</u>
64"x42"	12	<u>46.03</u>	<u>53.99</u>
71"x46"	10	<u>64.55</u>	<u>74.24</u>
83"x58"	10	<u>75.80</u>	<u>86.94</u>
17"x13" MES		<u>67.20</u>	<u>77.70</u>
21"x15" MES		<u>90.30</u>	<u>103.95</u>
28"x20" MES		<u>141.75</u>	<u>162.75</u>
35"x24" MES		<u>237.30</u>	<u>280.35</u>
42"x29" MES		<u>333.90</u>	<u>384.30</u>
49"x33" MES		<u>562.80</u>	<u>647.85</u>
57"x38" MES		<u>676.20</u>	<u>798.00</u>
64"x42" MES		<u>909.30</u>	<u>1,045.80</u>

**REMINDER: THIS FORM IS TO BE INCLUDED WITH BID.
 FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.**

Aug. 10. 2007 4:19PM NASSAU COUNTY ROAD DEPT

No. 6094 P. 16

**SECTION F. BID PRICE SHEET: BID ITEM NO. NC07-025
METAL CULVERT**

2. GALVANIZED METAL ARCH PIPE SRD SECTION 943

<u>Diameter</u>	<u>Gauge</u>	<u>Price Per Foot(Plain)</u>	<u>Price Per Foot(Coated)</u>
71"x46" MES		<u>1,543.50</u>	<u>1,775.55</u>
83"x58" MES		<u>1,764.00</u>	<u>2,031.75</u>

CONTECH Construction Products Inc.
Company

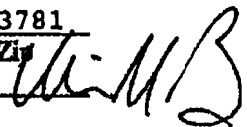
8250 62nd Street, North
Address

Pinellas Park, FL. 33781
City State Zip

William M. Burnette

Bid Submitted By:

727-544-8811
Telephone



**REMINDER: THIS FORM IS TO BE INCLUDED WITH BID.
FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE 7/1/2008 DATE(MM/DD/YYYY)
10/10/2007

PRODUCER LOCKTON COMPANIES, LLC-K CHICAGO 525 W. Monroe, Suite 600 CHICAGO IL 60661 (312) 869-8900	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: American Zurich Insurance Company	40142
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
 1300961 CONTECH CONSTRUCTION PRODUCTS INC
 CONTECH HOLDINGS CORPORATION
 (Florida Sales Region)
 9025 Centre Pointe Drive
 Suite 400
 West Chester OH 45069-9700

COVERAGES CONCO05 Z

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Index	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	GLO8978387-12	7/1/2007	7/1/2008	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/DP AGG \$2,000,000
A		AUTOMOBILE LIABILITY	BAP8978383-12	7/1/2007	7/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$500,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$XXXXXXXXXXXX BODILY INJURY (Per accident) \$XXXXXXXXXXXX PROPERTY DAMAGE (Per accident) \$XXXXXXXXXXXX
		GARAGE LIABILITY				NOT APPLICABLE
		EXCESS/UMBRELLA LIABILITY	NOT APPLICABLE			EACH OCCURRENCE \$XXXXXXXXXXXX AGGREGATE \$XXXXXXXXXXXX DEDUCTIBLE \$XXXXXXXXXXXX RETENTION \$XXXXXXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC8978381-12 AOS	7/1/2007	7/1/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC8978382-13 RETRO POLICY (MA, WI, ID, PR)			E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Contract for Culbert - Metal, Bid No. NC07-025. Nassau County, a political subdivision of the State of Florida, its officers, employees and agents are to be named as additional insureds to the extent of our contractual obligation

CERTIFICATE HOLDER 3451385 Nassau County Board of County Commissioners PO Box 1010 Fernandina Beach FL 32035	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>J. B. Bl</i>
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RECEIVED
 CONTRACT MANAGEMENT
 2007 OCT 11 AM 11:14



ZURICH

**Additional Insured – Automatic - Owners, Lessees Or
Contractors - Broad Form**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 8978387-12	7/1/2007	7/1/2008	7/1/2007	18652-000	\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B.** The insurance provided to additional insureds applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I, Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage B, PERSONAL AND ADVERTISING INJURY LIABILITY**, but only if:
1. The "bodily injury" or "property damage" results from your negligence; and
 2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
 - a. Your ongoing operations; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C.** However, regardless of the provisions of paragraphs **A.** and **B.** above:
1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D.** The insurance provided to the additional insured person or organization does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" that results solely from negligence of the additional insured; or

2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 2. We receive written notice of a claim or "suit" as soon as practicable; and
 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.
- F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to any additional insured person or organization unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.