

## **CONSTRUCTION CONTRACTS**

### **10. Award CC-1243-04/TLR – East Lake Mary Blvd. IIB to John Carlo, Inc. Orlando (\$16,046,432.08).**

CC-1243-04/TLR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a new four lane urban roadway approximately 3.5 miles in length from Brisson Avenue to State Road 46. Additionally, work includes utility construction for the City of Sanford from the Airport Entrance Road to State Road 46 and milling and resurfacing the pavement of State Road 46 in the vicinity of the new intersection to be built with the construction of East Lake Mary Boulevard. Suitable material excavated from the Borrow Sites identified at the Navy Canal Regional Stormwater Facility and the Cameron Ditch Stormwater Facility shall be utilized for a portion of the embankment materials as indicated in the contract documents. The City of Sanford Utility Work will be funded by the Florida Department of Environmental Protection (FDEP) State Revolving Loan Fund.

This project was publicly advertised and the County received six (6) responses. The Review Committee consisting of Stephen Krug, P.E. Principal Engineer; Kathleen Myer, P.E., Principal Engineer; and Bill Glennon, P.E. Principal Engineer, evaluated the responses. Consideration was given to the bid price, time for completion (under the A+B method), qualifications and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, John Carlo, Inc., Orlando, in the amount of \$16,046,432.08. The completion time for this project is four hundred eighty (480) calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project and funds will be available in conjunction with a BAR and a BCR in account number 11500.077515.560670, Sub-ledgers numbered 0107-01, 0107-02 and 0107-03. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's office.

**REVISED**

<b>B.C.C. - SEMINOLE COUNTY, FL</b>
<b>BID TABULATION SHEET</b>

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: CC-1243-04/TLR

BID TITLE: East Lake Mary Blvd. IIB

OPENING DATE: November 17, 2004, 2:00 P.M.

PAGE: 1 of 2

<b>ITEM DESCRIPTION</b>	<b>Response 1</b>	<b>Response 2</b>	<b>Response 3</b>
	John Carlo, Inc. 9671 Tradeport Dr. Orlando, FL 32827 Curtis A. Johnson, VP PH. 407 816-3503 Fx. 407 816-3505	Johnson Bros. Corp. 7803 Greenbriar Pkwy. Orlando, FL 32819 Ron Queen, Ex. VP Ph. 407 248-9208 Fx. 407 248-2540	Southland Construction 172 W. Fourth St. Apopka, FL 32703 Daniel L. Carr, Pres. PH. 407 889-9844 Fx. 407 886-4348
A = BID TOTAL B = NUMBER OF DAYS <b>A + B COMPUTATION</b>	\$16,046,432.08 480 <b>\$17,486,432.08</b>	\$15,871,497.38 575 <b>\$17,596,497.38</b>	\$16,652,684.92 607 <b>\$18,473,684.92</b>
Acknowledge Addenda (7)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facilities	Yes	Yes	Yes
M/WBE Prime/Sub/Supplier	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes
FDEP 31-32 Form	Yes	Yes	Yes
FDEP 33 Form	Yes	Yes	Yes

**THE APPARENT LOW BIDDER IS DETERMINED BY THE A + B COMPUTATION**  
**12/28/04 Posted - Recommendation of award: John Carlo – BCC date: Jan. 25, 2005**

**REVISED**

<b>B.C.C. - SEMINOLE COUNTY, FL</b>
<b>BID TABULATION SHEET</b>

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BID NUMBER: CC-1243-04/TLR

BID TITLE: East Lake Mary Blvd. IIB

OPENING DATE: November 17, 2004, 2:00 P.M.

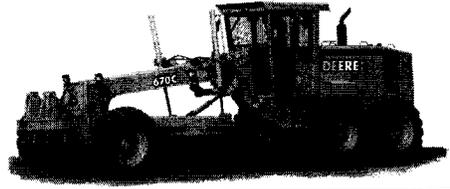
PAGE: 2 of 2

ITEM DESCRIPTION	Response 4	Response 5	Response 6
	*Hubbard Construction Co. Po Box 547217, Orlando 1936 Lee Road Winter Park, FL 32789 R. Wayne Evans, Sr. VP Ph. 407 645-5500 Fx. 407 623-3865	Hewitt Contracting Co. Po Box 490697, Leesburg 3839 CR 48 Okahumpka, FL 34762 Howard H. Hewitt, Pres. Ph. 352 787-5651 Fx. 352 787-5199	Ranger Constr. Ind. Inc. 1200 Elboc Way Winter Garden, FL 34787 Mark Veillette, VP Ph. 407 656-9255 Fx. 407 656-3188
A = BID TOTAL B = NUMBER OF DAYS A + B COMPUTATION	<del>\$17,730,529.65</del> <b>*DISQUALIFIED</b> <b>\$19,530,529.65</b>	\$17,895,038.23 570 <b>\$19,605,038.25</b>	\$19,788,568.16 607 <b>\$21,609,568.16</b>
Acknowledge Addenda (7)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facilities	Yes	Yes	Yes
M/WBE Prime/Sub/Supplier	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes
FDEP 31-32 Form	Yes	Yes	No
FDEP 33 Form	Yes	Yes	No

**THE APPARENT LOW BIDDER IS DETERMINED BY THE A + B COMPUTATION**

\* Not licensed

**Seminole County Government**  
**Engineering Division**  
**Construction Management**



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520 West Lake Mary Blvd. Suite 200 Sanford, Florida 32773

**MEMORANDUM**

**DATE:** December 28, 2004

**TO:** Tammy L. Roberts, CPPB, Senior Contracts Analyst

**FROM:** Stephen C. Krug, P.E., Principal Engineer, Construction Management

**THRU:** Jerry McCollum, P.E., County Engineer

**SUBJECT:** CC-1243-04/TLR – East Lake Mary Blvd. IIB  
Recommendation For Award

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Engineering and URS, the County's CEI Consultant, have evaluated the bids received for the subject project. We have analyzed the roadway portion and are recommending the project be awarded to the apparent low bidder, John Carlo, Inc., based on the A+B bid process. The City of Sanford is awaiting DEP approval for their portion of the project however they do not expect to receive said approval prior to December 30, 2004. Please proceed with the award for the January 25, 2005 BCC Meeting.

Please feel free to contact me at x2345 if you should have any questions.

**CC:** Kathleen Myer, P.E., Principal Engineer, Major Projects  
Bill Glennon, P.E., Principal Engineer, Construction Management

**AGREEMENT (CC-1243-04/TLR)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **JOHN CARLO, INC.**, duly authorized to conduct business in the State of Florida, whose address 9671 Tradeport Drive, Orlando, Florida 32827, hereinafter called the "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 called the "COUNTY." COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**W I T N E S S E T H:**

**Section 1. Work.** The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as CC-1243-04/TLR - East Lake Mary Boulevard-IIB Road Construction (Brisson Avenue to S.R. 46).

The Project for which the Work under the Contract Documents is a part is generally described as CC-1243-04/TLR - East Lake Mary Boulevard-IIB Road Construction (Brisson Avenue to S.R. 46).

**Section 2. Engineer.**

(a) ENGINEER OF RECORD as named in the Contract Documents for Seminole County shall mean Earth Tech, 30 S. Keller Road, Suite 500, Orlando, Florida 32810; and ENGINEER OF RECORD as named in the Contract Documents for the City of Sanford shall mean CPH Engineers, P.O. Box 2808, Sanford, Florida 32772.

(b) Construction, engineering and inspection services ("CEI") as named in the Contract Documents shall mean URS, 1717 S. Rio Grande Avenue, Orlando, Florida 32805.

**Section 3. Contract Time.**

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within four hundred fifty (450) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on the CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility

related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

**Section 4. Contract Price.**

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price.) The CONTRACTOR's total compensation is SIXTEEN MILLION FORTY-SIX THOUSAND FOUR HUNDRED THIRTY-TWO AND 08/100 DOLLARS (\$16,046,432.08) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: 1) performance of the Work under Central Florida weather conditions; 2) applicable law, licensing, and permitting requirements; 3) the Project site conditions, including but not limited to, subsurface site conditions;

4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

**Section 5. Payment Procedures.**

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

**Section 6. Additional Retainage For Failure to Maintain Progress on the Work.**

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then the COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31<sup>st</sup> day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after

the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

**Section 7. Contractor's Representations.** In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations,

examinations and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the COUNTY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be Chad Johnson and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR

shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within ten (10) days of receipt of the complaint from citizens, ENGINEER or the COUNTY. The CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem." Responses and action taken by the CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within ten (10) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The

CONTRACTOR authorizes the COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

**Section 8. Contract Documents.** The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents.
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion.
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.

- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial).
- (v) CONTRACTOR's Waiver of Lien (Final and Complete).
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (x) Consent of Surety to Final Payment.
- (y) Instructions to Bidders.
- (z) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

**Section 9. Liquidated Damages.**

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and

CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) per day for each day CONTRACTOR exceeds the Bidder's Contract Time ("B" of the A+B Bid) for Substantial Completion until the Work is Substantially Complete. Additionally, liquidated damages of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) per day shall be assessed for each day beyond two hundred forty (240) days from the date of issuance of the Notice to Proceed that it takes CONTRACTOR to complete the excavation of the Borrow Sites at the Navy Canal Regional Stormwater Facility and the Cameron Ditch Stormwater Facility. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if the CONTRACTOR has abandoned the Work.

**Section 10. Miscellaneous.**

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**Section 11. Contractor's Specific Consideration.** In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

**Section 12. Notices.** Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated

for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and 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:**

Public Works Department - Engineering Division  
520 W. Lake Mary Boulevard, Suite 200  
Sanford, Florida 32773

**For CONTRACTOR:**

CONTRACTOR's Superintendent  
John Carlo, Inc.  
9671 Tradeport Drive  
Orlando, Florida 32827

**Section 13. Conflict of Interest.**

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312 (15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**Section 14. Material Breaches of Agreement.**

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

JOHN CARLO, INC.

\_\_\_\_\_  
JOSEPH E. CATENACCI, Secretary

By: \_\_\_\_\_  
MICHAEL J. CATENACCI, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AC/lpk  
12/29/04  
CC-1243

**BID FORM  
(A+B BID)**

**SEMINOLE COUNTY, FLORIDA  
FOR THE CONSTRUCTION OF**

**PROJECT: EAST LAKE MARY BOULEVARD IIB ROAD PROJECT  
(BRISSON AVENUE TO SR 46)**

COUNTY CONTRACT NO. CC-1243-04/TLR

Name of Bidder: John Carlo, Inc.

Mailing Address: 9671 Tradeport Drive, Orlando, FL 32827

Street Address: 9671 Tradeport Drive

City/State/Zip: Orlando, FL 32827

Phone Number: ( 407 ) 816-3503

FAX Number: ( 407 ) 816-3505

Contractor License Number: CGC052851

**The Bidder shall be FDOT prequalified for this type of Work.**

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 7, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

**Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY by purchase.**

**BID FORM  
(A+B BID)**

PROJECT: **EAST LAKE MARY BOULEVARD IIB ROAD PROJECT  
(BRISSON AVENUE TO SR 46)**

COUNTY CONTRACT NO. **CC-1243-04/TLR**

TO: Board of County Commissioners  
Seminole County, Florida

Pursuant to and in compliance with the Instructions to Bidders, the undersigned computes the A+B computation as follows:

- (a) The COUNTY specifies the maximum Contract Time for Final Completion as **607** Days.
- (b) The COUNTY specifies the RUC as **\$3,000** per Day.
- (c) A+B computation = A + (B x RUC)

Where:

A = Bidder's Total Bid \$ 16,046,432<sup>08</sup>

B = Bidder's Contract Time 480 Days.  
(must be less than the maximum Contract Time and more than the minimum Contract Time provided by the COUNTY)

A+B COMPUTATION: 17,486,432<sup>08</sup>

Seventeen million four hundred <sup>49</sup>thousand eight hundred thirty two <sup>08</sup> dollars  
(IN WORDS)

(A+B computation is used only to determine the Apparent Low Bidder).

- (d) The Total Amount of Bid stated below must be the same as "A" Bidder's Total Bid as set forth in the Bidder's A+B Bid formula. This sum shall be the Contract Price if a contract is awarded.

(e) The Bidder's Contract Time is the same as "B" Bidder's Contract Time as set forth in the Bidder's A+B Bid formula. The number of Days stated in the Bidder's A+B Bid formula shall be the Contract Time.

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: \$ 16,046,432<sup>00</sup>  
(Must equal "A" in the Bidder's A+B formula) Numbers  
Sixteen Million Forty six thousand Four hundred thirty two  
and 00/100 dollars  
(IN WORDS)

CONTRACT TIME: 480  
(Must equal "B" in the Bidder's A+B formula) Number of Days  
Four hundred eighty calendar days  
(IN WORDS)

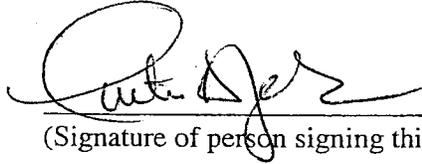
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

**The Bidder acknowledges the receipt, execution, and return of the following forms:**

- Section 00100 - Bid Forms, including alternates and addendum, if any.
- Section 00150 - Trench Safety Act Form
- Section 00160 - Bidder Information Forms
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - M/WBE Prime/Sub/Supplier Information
- Section 00630 - Americans with Disabilities Act Form
- Special Section - Appendix "C" FDEP 31-32 Appendix G
- Special Section - Appendix "C" FDEP 33 Appendix H

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 22nd day of September, 2004.

John Carlo, Inc.  
(Name of BIDDER)

  
(Signature of person signing this BID FORM)

Curtis A. Johnson  
(Printed name of person signing this BID FORM)

Vice President  
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS bidder's bond

(insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

**BID FORM  
(A+B BID)**

PROJECT: **EAST LAKE MARY BOULEVARD IIB ROAD PROJECT  
(BRISSON AVENUE TO SR 46)**

COUNTY CONTRACT NO. CC-1243-04/TLR

ROADWAY PAY ITEMS	TOTAL \$ <u>13,106,266<sup>65</sup></u>
SIGNING AND MARKING PAY ITEMS	TOTAL \$ <u>60,890<sup>23</sup></u>
SIGNALIZATION PAY ITEMS	TOTAL \$ <u>303,805<sup>80</sup></u>
CAMERON AVENUE BORROW SITE	TOTAL \$ <u>27,200<sup>-</sup></u>
NAVY CANAL BORROW SITE	TOTAL \$ <u>16,607<sup>50</sup></u>

CITY OF SANFORD

UTILITY CONSTRUCTION TOTAL \$ 2,531,661<sup>90</sup>  
SUBJECT TO MINORITY/WOMEN'S BUSINESS ENTERPRISE PARTICIPATION

A = BIDDERS TOTAL BID BID TOTAL \$ 16,046,432<sup>08</sup>  
BIDDER TOTAL TO BE ENTERED ON PAGE 00100-3  
FOR COMPUTATION

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 ROADWAY PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
101-1	LS	1	Mobilization	735,000 <sup>00</sup>	735,000 <sup>00</sup>
102-3	CY	875	Commercial Material for Driveway Maintenance	9.50	8,312.50
104-4	AC	9.9	Mowing	300.00	2,970.00
104-10-1	EA	2330	Baled Hay or Straw	4.00	9,320.00
104-12	LF	1730	Turbidity Barrier Staked	4.50	7,785.00
104-13-1	LF	61087	Silt Fence Staked (Type III)	0.75	45,815.25
110-1-1	LS	1	Clearing and Grubbing	1,557,000	1,557,000
110-5	PW	4	Plugging Water Wells (Artesian)	1000.00	4,000.00
110-7-1	EA	5	Mailbox (F & I) (Single)	100.00	500.00

Bidder:

JCI 

00100-7

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 ROADWAY PAY ITEMS  
 BID FORM

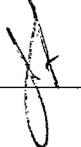
ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
120-4	CY	1500	Subsoil Excavation	15.00	22,500.00
120-6	CY	250012	Embankment	7.75	1,937,593. <sup>00</sup>
160-4	SY	167171	Type B Stabilization	1.75	292,549.25
285-701	SY	256	Optional Base (Group 01)	6.50	1,664.00
285-711	SY	129282	Optional Base (Group 11)	9.75	1,260,499.50
300-1-3	GA	10320	Bituminous Material (Tack Coat)	1.00	10,320.00
327-70-1	SY	1230	Milling Existing Asphalt Pavement (1" Avg. Depth)	6.10	7,503.00
327-70-5	SY	6769	Milling Existing Asphalt Pavement (2" Avg. Depth)	1.75	11,845.75
331-2	TN	19367.6	Type S Asphaltic Concrete	54.00	1,045,850.40
334-1-13	TN	372.3	Superpave Asphaltic Concrete (Traffic C) (110 LB/SY)	66.00	24,571.80
337-7-3	TN	7035.4	Asphaltic Concrete Friction Course (FC 3) (110 LB/SY)	70.00	492,478.00
337-7-7	TN	440.0	Asphaltic Concrete Friction Course (FC 9.5) (110 LB/SY)	78.00	34,320.00
400-1-2	CY	25.2	Class I Concrete (Endwalls)	975.00	<del>24,750.00</del> 24,570. <sup>00</sup> ✓

Bidder: JCI 

00100-8

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 ROADWAY PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
400-4-1	CY	1538.5	Class IV Concrete (Culverts)	600 <sup>00</sup>	923,100 <sup>00</sup>
415-1-1	LB	207214	Reinforcing Steel (Roadway)	1.00	207,214.00
425-1-311	EA	58	Inlets (Curb Type P-1) (< 10')	3,200.00	185,600.00
425-1-312	EA	2	Inlets (Curb Type P-1) (> 10')	5,500.00	11,000.00
425-1-321	EA	27	Inlets (Curb Type P-2) (< 10')	3,300.00	89,100.00
425-1-322	EA	1	Inlets (Curb Type P-2) (> 10')	5,500.00	5,500.00
425-1-411	EA	9	Inlets (Curb Type J-1) (< 10')	4,800.00	43,200.00
425-1-412	EA	21	Inlets (Curb Type J-1) (> 10')	5,400.00	113,400.00
425-1-421	EA	6	Inlets (Curb Type J-2) (< 10')	5,000.00	30,000.00
425-1-422	EA	8	Inlets (Curb Type J-2) (> 10')	6,200.00	49,600.00
425-1-521	EA	1	Inlets (DT BOT Type C) (< 10')	2,700.00	2,700.00
425-1-531	EA	6	Inlets (DT BOT Type C Mod.) (< 10')	3,300.00	19,800.00
425-2-41	EA	16	Manholes (Type P-7) (<10')	3,300.00	52,800.00

Bidder: JCI 

00100-9

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 ROADWAY PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
425-2-91	EA	3	Manholes (Type J-8) (<10')	4,700.00	14,100.00
425-10	EA	4	Yard Drains	850.00	3,400.00
430-171-125	LF	6619	Concrete Pipe Culvert (Storm Sewer) (Class III) (18")	34.00	225,046.00
430-171-129	LF	5165	Concrete Pipe Culvert (Storm Sewer) (Class III) (24")	49.00	253,085.00
430-171-133	LF	3100	Concrete Pipe Culvert (Storm Sewer) (Class III) (30")	71.00	220,100.00
430-171-138	LF	6330	Concrete Pipe Culvert (Storm Sewer) (Class III) (36")	93.00	588,690.00
430-171-140	LF	1358	Concrete Pipe Culvert (Storm Sewer) (Class III) (42")	118.00	160,244.00
430-171-141	LF	2596	Concrete Pipe Culvert (Storm Sewer) (Class III) (48")	130.00	337,480.00
430-171-142	LF	94	Concrete Pipe Culvert (Storm Sewer) (Class III) (54")	165.00	15,510.00
430-172-129	LF	273	Concrete Pipe Culvert (Cross Drain) (Class III) (24")	46.00	12,558.00
430-172-138	LF	213	Concrete Pipe Culvert (Cross Drain) (Class III) (36")	76.00	16,188.00
430-172-141	LF	288	Concrete Pipe Culvert (Cross Drain) (Class III) (48")	140.00	40,320.00
430-172-205	LF	468	Elliptical Concrete Pipe Culvert (Cross Drain) (HE III) (29"x45")	114.00	53,352.00

Bidder: JCI 

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 ROADWAY PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
430-174-123	LF	340	Concrete Pipe Culvert (Side Drain) (Class III) (15")	26.00 <del>26.00</del> D	8,840.00
430-174-125	LF	128	Concrete Pipe Culvert (Side Drain) (Class III) (18")	32.00	4,096.00
430-174-129	LF	96	Concrete Pipe Culvert (Side Drain) (Class III) (24")	40.00	3,840.00
430-982-129	EA	12	Mitered End Section (Concrete Pipe Round) (24")	820.00	9,840.00
430-982-138	EA	6	Mitered End Section (Concrete Pipe Round) (36")	1,750.00	10,500.00
430-982-141	EA	8	Mitered End Section (Concrete Pipe Round) (48")	2,200.00	17,600.00
430-982-142	EA	1	Mitered End Section (Concrete Pipe Round) (54")	3,300.00	3,300.00
430-982-605	EA	6	Mitered End Section (Concrete Elliptical Pipe) (29"x45")	3,800.00	22,800.00
430-984-123	EA	4	Mitered End Section (Concrete Pipe Round) (Side Drain) (15")	920.00	3,680.00
430-984-125	EA	6	Mitered End Section (Concrete Pipe Round) (Side Drain) (18")	980.00	5,880.00
430-984-129	EA	4	Mitered End Section (Concrete Pipe Round) (Side Drain) (24")	825.00	3,300.00
430-984-138	EA	2	Mitered End Section (Concrete Pipe Round) (Side Drain) (36")	3,700.00	7,400.00
515-2-301	LF	1050	Pedestrian/Bicycle Railing (Aluminum) (42" Picket Railing)	42.00	44,100.00

Bidder:

JCI

00100- 11

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 ROADWAY PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
520-1-10	LF	36810	Concrete Curb and Gutter (Type F)	8.30	305,523.00
520-1-7	LF	32432	Concrete Curb and Gutter (Type E)	9.25	299,996.00
520-5-11	LF	335	Concrete Traffic Separator (Type I) (Option I) (4.0')	16.75	5,611.25
522-1	SY	25168	Concrete Sidewalk, 4" Thick	20.00	503,360.00
522-2	SY	2347	Concrete Sidewalk, 6" Thick	29.00	68,063.00
530-3-4	TN	1796.4	Riprap (Rubble) (Ditch Lining)	78.00	140,119.20
570-2	SY	12736	Seeding & Mulching	0.25	3,184.00
570-5	TN	15.8	Fertilizer	50.00	790.00
570-9	MG	1188	Water For Grassing	55.00	65,340.00
575-1-1	SY	179095	Sodding (Bahia)	1.05	188,049.75
*666-03	LS	1	Right of Way Survey	16,000.00	16,000.00
*999-01	LS	1	Maintenance of Traffic	125,000.00	125,000.00
*999-03	LS	1	Field Office	30,000.00	30,000.00

Not an FDOT Pay Item

ROADWAY TOTAL

13,106,266.65

Bidder:

JCI 

00100-12

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 SIGNING AND MARKING PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
700-40-1	AS	60	Sign Single Post (Less Than 12 Sq. Ft.)	195.00	11,700.00
700-40-2	AS	10	Sign Single Post (12-25 Sq. Ft.)	475.00	4,750.00
700-46-11	AS	5	Sign Existing (Remove, Single Post)	65.00	325.00
700-46-21	AS	1	Sign Existing (Relocate, Single Post)	120.00	120.00
700-48-18	EA	1	Sign Panel (Furnish and Install) (15 or Less)	100.00	100.00
700-48-60	EA	1	Sign Panel (Remove)	35.00	35.00
706-3	EA	1116	REFL Pavement Marker (BI-DIR, Colorless/Red)	3.50	3,906.00
706-3	EA	410	REFL Pavement Marker (BI-DIR, Amber)	3.50	1,435.00
710-6	EA	9	Directional Arrows (Painted)	30.00	270.00
710-25-61	LF	4685.5	Solid Traffic Stripe (White) (6")	0.20	937.10
710-25-241	LF	59.6	Solid Traffic Stripe (White) (24")	1.50	89.40

Bidder: JCI



00100-13

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 SIGNING AND MARKING PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
710-26-61	LF	3411.6	Solid Traffic Stripe (Yellow) (6")	0.20	682.32
710-26-181	LF	57.2	Solid Traffic Stripe (Yellow) (18")	1.00	57.20
710-27	LF	66	Skip Traffic Stripe (White)	0.40	26.40
710-28	LF	700	Skip Traffic Stripe (Yellow)	0.40	280.00
711-3	EA	4	Pavement Messages (THRMPLSTC)	95.00	380.00
711-4	EA	66	Directional Arrows (THRMPLSTC)	35.00	2,310.00
711-5-1	LF	492	Guide Lines (THRMPLSTC) (White)	0.75	369.00
711-31	GM	6.593	Traffic Stripe Skip (THRMPLSTC) (White)	633.60	4,177.32
711-34	LF	2585.1	Traffic Stripe Skip (THRMPLSTC) (Yellow)	0.50	1,292.55
711-35-121	LF	2115.8	Traffic Stripe Solid (THRMPLSTC) (White) (12")	1.20	2,538.96
711-35-181	LF	281.7	Traffic Stripe Solid (THRMPLSTC) (White) (18")	1.60	450.72

Bidder: ICI



00100-14

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 SIGNING AND MARKING PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
711-35-241	LF	281.5	Traffic Stripe Solid (THRMPLSTC) (White) (24")	2.40	675.60
711-36-181	LF	573.1	Traffic Stripe Solid (THRMPLSTC) (Yellow) (18")	1.60	916.96
711-37-61	NM	8.021	Traffic Stripe Solid (THRMPLSTC) (White) (6")	1,478.40	11,858.25
711-38-61	NM	7.5808	Traffic Stripe Solid (THRMPLSTC) (Yellow) (6")	1,478.40	11,207.45

SIGNING & MARKING TOTAL

\$ 60,890.23

Bidder

JCI



00100-15

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 SIGNALIZATION PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
555-1-1	LF	35	Directional Bore (Less Than 6")	38.00	1,330.00
620-1-1	LF	170	Grounding Electrode (F & I)	6.00	1,020.00
630-1-12	LF	19667	Conduit (F & I) (Underground)	4.00	78,668.00
630-1-13	LF	16	Conduit (F & I) (Under Pavement)	15.00	240.00
630-1-14	LF	349	Conduit (F & I) (Underground-Jacked)	11.00	3,839.00
632-7-1	PI	1	Cable (Signal) (F & I)	3,000.00	3,000.00
635-1-11	EA	59	Pull and Junction Boxes (F & I) (Pull Box)	230.00	13,570.00
635-1-15	EA	12	Pull and Junction Boxes (F & I) (Fiber Optics)	910.00	10,920.00
639-1-22	AS	1	Electrical Power Service (Underground)	650.00	650.00
639-2-1	LF	100	Electrical Service Wire (F & I)	1.70	170.00
649-145-012	EA	4	Mast Arm Assemebly (F & I) (Single Arm W/O Luminaire)	24,000.00	96,000.00

Bidder: JCI

00100- 16

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 SIGNALIZATION PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
650-51-311	AS	4	Traffic Signal (F & I) (3 Section, 1 Way, 12" Std.)	450.00	1,800.00
650-51-511	AS	4	Traffic Signal (F & I) (5 Section Cluster, 1 Way, 12" Std.)	735.00	2,940.00
653-181	AS	2	Pedestrial Signals (F & I) (LED) (1 Way)	470.00	940.00
659-101	EA	2	Signal Head Auxiliaries (F & I) (Backplate, 3-Sec.)	115.00	230.00
659-106	EA	32	Signal Head Auxiliaries (F & I) (Tunnel Visor)	1.00	32.00
659-107	EA	1	Signal Head Auxiliaries (F & I) (Aluminum Pedestal)	1,200.00	1,200.00
659-109	EA	1	Signal Head Auxiliaries (F & I) (Concrete Pedestal, Type II)	650.00	650.00
659-118	EA	2	Signal Head Auxiliaries (F & I) (Backplate, 5-Sec.)	170.00	340.00
659-120	EA	24	Signal Head Auxiliaries (F & I) (LED Module)	115.00	2,760.00
660-1-109	EA	10	Inductive Loop Detector (F & I) (Type 9, 2 CH, SS, RM)	125.00	1,250.00
660-1-110	EA	3	Inductive Loop Detector (F & I) (Type 10, 2 CH, SS, RM, TD)	125.00	375.00

Bidder: JCE



00100-17

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 SIGNALIZATION PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
660-2-102	AS	4	Loop Assembly (F & I) (Type B) (6' x 6')	790.00	3,160.00
660-2-106	AS	9	Loop Assembly (F & I) (Type F) (6' x 40')	675.00	6,075.00
665-11	EA	2	Pedestrian Detector (F & I) (Pole Mounted)	84.00	168.00
670-113-034	AS	1	Actuated Solid State Control Assem. (F & I) (Naztec TS2, Type 1)	9,500.00	9,500.00
681-104	LS	1	System Software (F & I) (Data Base)	510.00	510.00
684-14	LF	19062	System Communications (F & I) (Fiber Optic Cable)	2.40	45,748.80
685-128	EA	1	System Auxiliaries (F & I) (Interface Panel)	490.00	490.00
685-140	EA	1	System Auxiliaries (F & I) (Fiber Optic, Modulator/Demodulator)	490.00	490.00
690-10	EA	8	Remove Traffic Signal Head Assembly	20.00	160.00
690-33-1	LF	20	Remove Poles (Deep)	70.00	1,400.00
690-50	EA	1	Remove Controller Assembly	440.00	440.00

Bidder: JCI

00100-18

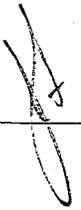
EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 SIGNALIZATION PAY ITEMS  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
690-80	EA	1	Remove Span Wire Assembly	240.00	240.00
690-90	PI	1	Remove Cabling and Conduit	400.00	400.00
699-1-1	EA	4	Sign Electrically Powered (Internally Illuminated)	1,300.00	5,200.00
741-70-111	EA	4	TMS Vehicle Sensor (Class II) (F & I) (Type I, Half Lane Width)	650.00	2,600.00
745-70-12	AS	4	TMS Inductive Loop Assembly (F & I) (Two)	700.00	2,800.00
746-71-131	EA	1	TMS Cabinet (F & I) (Type III, Pedestal, One)	2,500.00	2,500.00

SIGNALIZATION TOTAL

\$ 303,805.80

Bidder: JCI



00100-19

EAST LAKE MARY BLVD. SEGMENT IIB  
 CAMERON AVENUE  
 SEMINOLE COUNTY  
 BORROW SITE  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
C104-13-1	LF	7000	Silt Fence Staked (Type III)	0.90	6,300.00
C550-10-110	LF	500	Fencing, Type A	5.10	2,550.00
C550-10-119	LF	5000	Fencing, Type A Modified	3.25	16,250.00
C550-60-913	EA	3	Fencing Gate (Single, 18' opening)	700.00	2,100.00

CAMERON AVENUE BORROW SITE TOTAL \$27,200.00

Bidder: ICI 

EAST LAKE MARY BLVD. SEGMENT IIB  
 NAVY CANAL  
 SEMINOLE COUNTY  
 BORROW SITE  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
N104-13-1	LF	5250	Silt Fence Staked (Type III)	0.90	4,725.00
N160-4	SY	4850	Stabilization Type B	2.45	11,882.50

NAVY CANAL BORROW SITE TOTAL

\$ 16,607.50

Bidder:

ICI

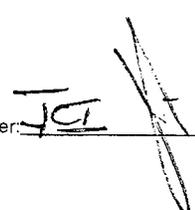


00100- 21

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 CITY OF SANFORD UTILITY CONSTRUCTION  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
<b>FORCE MAIN SYSTEM (Funded Under FDEP CWSRF Funding Program)</b>					
101-1	LS	1	Mobilization (Sewer Share of the Mobilization Cost)	30,000.00	30,000.00
102-1	LS	1	Maintenance of Traffic (FM Construction West of Sta. 96+48)	150.00	150.00
104-13	LS	1	Erosion and Sediment Control (FM Const. West of Sta. 96+48)	1,500.00	1,500.00
110-1-1	LS	1	Clearing and Grubbing (FM Construction West of Sta. 96+48)	2,500.00	2,500.00
522-1	SY	1400	Concrete Sidewalk (Remove and Replace)	30.00	42,000.00
570-2	SY	27458.9	Seeding & Mulch	0.30	8,237.67
575-1	SY	1765	Sodding (FM Construction West of Sta. 96+48)	1.05	1,853.25
1511-120	TN	16.17 17.04	Fittings	6,000.00	102,240.00
1513-160-316	LF	7570	Pipe (Furnish and Install) PVC (Push On Joint) 6" FM	<del>9.00</del> 9.00	68,130.00
1513-120-116	LF	897	Pipe (Furnish and Install) DI (Push On Joint) 6" FM	24.00	21,528.00
1513-160-318	LF	38	Pipe (Furnish and Install) PVC (Push On Joint) 8" FM	15.00	570.00
1513-120-118	LF	304	Pipe (Furnish and Install) DI (Push On Joint) 8" FM	30.00	9,120.00
1513-160-321	LF	10990	Pipe (Furnish and Install) PVC (Push On Joint) 12" FM	<del>15.00</del> 15.00	164,850.00

REVISED = ADDENDUM #5

Bidder: 

00100-22

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 CITY OF SANFORD UTILITY CONSTRUCTION  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1513-120-121	LF	312	Pipe (Furnish and Install) DI (Push On Joint) 12" FM	39.00	12,168.00
1513-120-126 /	LF	1422	Pipe (Furnish and Install) DI or PVC (Push On Joint) 20" FM	40.00	56,880.00
1513-120-126	LF	150	Pipe (Furnish and Install) DI (Push On Joint) 20" FM	95.00	14,250.00
1542-114-16	EA	21	Valve (Plug) Furnish and Install (6")	1,100.00	23,100.00
1542-114-18	EA	4	Valve (Plug) Furnish and Install (8")	1,400.00	5,600.00
1542-114-21	EA	16	Valve (Plug) Furnish and Install (12")	2,200.00	35,200.00
1542-114-26	EA	6	Valve (Plug) Furnish and Install (20")	5,500.00	33,000.00
1544-110	EA	9	Air Release Valve	4,700.00	42,300.00
1593-100	EA	1	Remove Plug and Connect to Existing Force Main	1,000.00	1,000.00
<b>SUB-TOTAL FORCE MAIN CONSTRUCTION</b>					<b>\$ 676,176.92</b>
<b>WATER MAIN SYSTEM (Funded Under FDEP DWSRF Funding Program)</b>					
101-1	LS	1	Mobilization (Water Share of the Mobilization Cost)	35,000.00	35,000.00
570-2	SY	32875.0	Seeding & Mulch	0.30	9,862.50
575-1	SY	88.9	Sodding	1.05	93.35

Bidder: JCI

00100-23

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 CITY OF SANFORD UTILITY CONSTRUCTION  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1611-140	TN	12.58 14.50	Fittings	6,000.00	87,000.00
1613-140-718 / 1613-130-318	LF	110	Pipe (Furnish and Install) DI or PVC (Push On Joint) 8" WM	16.00	1,760.00
1613-140-718	LF	1506	Pipe (Furnish and Install) DI (Push On Joint) 8" WM	20.00	30,120.00
1613-140-721 / 1613-130-321	LF	18003	Pipe (Furnish and Install) DI or PVC (Push On Joint) 12" WM	22.00	396,066.00
1613-140-721	LF	146	Pipe (Furnish and Install) DI (Push On Joint) 12" WM	37.00	5,402.00
1642-156-18	EA	19	Valve (Gate) Furnish and Install (D.I.) (8")	1,100.00	20,900.00 <del>20,900.00</del>
1642-156-20	EA	1	Valve (Gate) Furnish and Install (D.I.) (10")	1,400.00	1,400.00
1642-156-21	EA	42	Valve (Gate) Furnish and Install (D.I.) (12")	2,200.00	92,400.00
1643-141-10	EA	1	Tapping Sleeve and Valve (10"x10")	3,800.00	3,800.00
1644-113-16	EA	37	Fire Hydrant (Standard) Furnish and Install	2,800.00	103,600.00
1648-100-xx5	EA	2	Miscellaneous Water Fixture (Jumper Connection)	1,000.00	2,000.00
1648-100-xx2	EA	1	Remove Plug and Connect to Existing Water Main	1,000.00	1,000.00
SUB-TOTAL WATER MAIN CONSTRUCTION					\$ 790,403.85

REVISED - ADDENDUM #5

Bidder: JCI

00100- 24

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 CITY OF SANFORD UTILITY CONSTRUCTION  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
<b>RECLAIMED WATER MAIN SYSTEM (Not FDEP Funded - Funded by City Utility Funds)</b>					
101-1	LS	1	Mobilization (Reclaimed Water Share of the Mobilization Cost)	50,000.00	50,000.00
570-2	SY	13101.7	Seeding & Mulch	0.30	3,930.51
575-1	SY	244.4	Sodding	1.05	256.62
730-76-222	LF	102	Bore & Jack (42" Steel Casing)	300.00	30,600.00
1611-140	TN	<del>17.83</del> 20.74	Fittings	6,000.00	124,440.00
1613-140-718	LF	130	Pipe (Furnish and Install) DI (Push On Joint) 8" RWM	25.00	3,250.00
1613-140-721 / 1613-130-321	LF	47	Pipe (Furnish and Install) DI or PVC (Push On Joint) 12" RWM	32.00	1,504.00
1613-140-721	LF	720	Pipe (Furnish and Install) DI (Push On Joint) 12" RWM	33.00	23,760.00
1613-140-729	LF	10452	Pipe (Furnish and Install) DI (Push On Joint) 24" RWM	70.00	731,640.00
1642-156-18	EA	2	Valve (Gate) Furnish and Install (D.I.) (8")	1,100.00	2,200.00
1642-156-21	EA	9	Valve (Gate) Furnish and Install (D.I.) (12")	2,200.00	19,800.00
1642-159-29	EA	12	Valve (Butterfly) Furnish and Install (D.I.) (24")	4,200.00	50,400.00

REVISED - ADDENDUM #5

Bidder: JG

00100- 25

EAST LAKE MARY BLVD. SEGMENT IIB  
 BRISSON AVE. TO S.R. 46  
 SEMINOLE COUNTY  
 CITY OF SANFORD UTILITY CONSTRUCTION  
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1643-141-144	EA	1	Tapping Sleeve and Valve (20" x 20")	20,000.00	20,000.00
1648-100-xx9	EA	3	Miscellaneous Water Fixture (2" Blow-Off Assembly)	1,100.00	3,300.00
<b>SUB-TOTAL RECLAIMED WATER MAIN CONSTRUCTION</b>					<b>\$ 1,065,091.13</b>
<b>TOTAL CITY OF SANFORD UTILITY CONSTRUCTION (FORCE MAIN, WATER MAIN, RECLAIMED WATER MAIN)</b>					<b>2,531,661<sup>90</sup></b>

**CITY OF SANFORD - ALTERNATE BID ITEMS**

ITEM NO.	UNIT	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE
1513-160-326	LF	Pipe (Furnish and Install) PVC (Push On Joint) 20" FM	\$ 40 <sup>-</sup>
1543-141-103	EA	Tapping Sleeve and Valve (6" x 6") (Force Main Connection)	2,000 <sup>-</sup>
1543-141-115	EA	Tapping Sleeve and Valve (12" x 12") (Force Main Connection)	5,000 <sup>-</sup> <del>2,400<sup>-</sup></del> - 4M
1643-141-106	EA	Tapping Sleeve and Valve (8" x 8") (Water Main Connection)	2,500 <sup>-</sup>
1643-141-115	EA	Tapping Sleeve and Valve (12" x 12") (Water Main Connection)	5,000 <sup>-</sup>

Bidder: JCI

00100- 26



**BIDDER INFORMATION**

Bidder shall complete the following information and include with their bid submittal.

**Bidder Information**

---

<b>CONTRACTING OFFICER</b>	<b>TITLE</b>	<b>OFFICER'S FULL LEGAL NAME</b>
*	President	Michael J. Catenacci
	Vice-President	Curtis A. Johnson
	Secretary	Joseph E. Catenacci
	Treasurer	John T. Robson
	Superintendent for this Project	Chad Johnson

Indicate with an asterisk (\*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

**EXPERIENCE OF BIDDER**

NAME OF BIDDER John Carlo, Inc.

The Bidder shall provide the following information regarding experience within the past three years in this particular scope of work.

Bidder must demonstrate ability to construct projects of similar complexity, nature and size as this project. Under Client's Name and address, please include Contact's name, Telephone Number and Fax Number.

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS:		CONTRACT AMOUNT
	PH	FX	\$
Project & Location: (SEE ATTACHED LIST)			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS:		CONTRACT AMOUNT
	PH	FX	\$
Project & Location:			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS:		CONTRACT AMOUNT
	PH	FX	\$
Project Title & Location:			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS:		CONTRACT AMOUNT
	PH	FX	\$
Project & Location:			

Do you have any similar work in progress at this time?  Yes  No

Length of time in business: 43 Years

Bank or Financial references: (Include Contact Name and telephone number)

(SEE ATTACHED LIST)

---

**JOHN CARLO, INC.**

MAJOR PROJECTS COMPLETED - FLORIDA

2000-2003

JOB #	DESCRIPTION	OWNER/ OWNER'S ADDRESS	CONTACT PERSON	COMPLETION DATE	CONTRACT AMOUNT
1599	US-17 YULEE FL SCALE - SMALL	FDOT/GREENHORN, O'MARA, INC 2349 INTERSTATE 95 YULEE, FL 32097	JOEL WILLIAMS (904) 346-1777	03/00	\$1,274,514
1630	JACKSONVILLE AIRPORT	JACKSONVILLE PORT AUTHORITY 2831 TALLEYRAND AVENUE P O BOX 3005 JACKSONVILLE, FL 32206-3005	MICHELE STEPHENS (904) 741-2233	03/00	\$10,821,383
1600	I-95 SCALE (FL)	FLORIDA DEPT OF TRANSPORTATION 1901 SOUTH MARION STREET LAKE CITY, FL 32056-1089	D. PAVELA (386) 758-3700	2001	\$12,208,337
1630	JACKSONVILLE AIRPORT	JACKSONVILLE PORT AUTHORITY 2831 TALLEYRAND AVENUE P O BOX 3005 JACKSONVILLE, FL 32206-3005	BOBBY GAMBLE (904) 741-2233	03/00	\$10,821,383
1715	ORLANDO INT'L AIRPORT	GREATER ORLANDO AVIATION AUTHORITY ONE AIRPORT BLVD. ORLANDO, FL 32827	KELLY W. CRAIG (407) 825-2001	11/00	\$6,741,386
1750	ORLANDO INT'L AIRPORT	GOAA / ZHA INC. 5979 CARGO ROAD ORLANDO, FL 32827	KELLY CRAIG, PE (407) 825-2001	02/01	\$2,078,987
1765	FEDERAL EXPRESS - ORLANDO	GOAA / ZHA INC. 5979 CARGO ROAD ORLANDO, FL 32827	KELLY CRAIG, PE (407) 825-2001	12/01	\$10,264,178
1785	JACKSONVILLE CARGO REHAB	JACKSONVILLE PORT AUTHORITY 2831 TALLEYRAND AVENUE P O BOX 3005 JACKSONVILLE, FL 32206-3005	BOBBY GAMBLE (904) 741-2233	12/01	\$950,640

JOB #	DESCRIPTION	OWNER/ OWNER'S ADDRESS	CONTACT PERSON	COMPLETION DATE	CONTRACT AMOUNT
1790	PATRICK AIR FORCE BASE	AMERICAN BRIDGE COMPANY P O BOX 254218 PATRICK AIR FORCE BASE, FL 32925-4218	CHERYL MC BRIDE (340) 715-4769	08/01	\$1,096,860
1795	TAMPA AIRPORT TAXIWAY "W"	HILLSBOROUGH COUNTY AVIATION AUTH. c/o CH2M HILL 4350 WEST CYPRESS, SUITE 600 TAMPA, FLORIDA 33607-4155	JEFF SIDDLE (813) 870-7810	10/02	\$8,404,634
1825	I-95	FLORIDA DEPT OF TRANSPORTATION 6005 SUWANEE STREET, ROOM 60 TALLAHASSEE, FL 32399	JOHN W. WALKER JR. (904) 360-5411	10/02	\$21,418,095
1830	CROSSFIELD TAXIWAY BRIDGES	GREATER ORLANDO AVIATION AUTHORITY c/o HUBBARD CONSTRUCTION COMPANY P.O. BOX 547217 ORLANDO, FLORIDA 32854-7217	HOWARD ELKIN (407) 645-5500	08/02	\$1,240,260
1865	TAMPA AIRSIDE "E"	HILLSBOROUGH COUNTY AVIATION AUTHORITY P.O. BOX 22287 TAMPA, FLORIDA 33622-62287	JEFF SIDDLE (813) 870-7810	12/02	\$5,262,742
1855	ROBERTS ROAD	FLORIDA DEPT OF TRANSPORTATION 6005 SUWANEE STREET, ROOM 60 TALLAHASSEE, FL 32399	JOHN W. WALKER JR. (904) 360-5411		\$8,304,087
1870	TAMPA FEDERAL EXPRESS	HILLSBOROUGH COUNTY AVIATION AUTHORITY KING ENGINEERING ASSOCIATES INC. REYNOLDS, SMITH AND HILLS, INC.	JEFF SIDDLE (813) 870-7810	5/03	\$13,439,194
1940	TAMPA APRON & TAXIWAY	HILLSBOROUGH COUNTY AVIATION AUTHORITY KIMLEY-HORN AND ASSOCIATES, INC.	JEFF SIDDLE (813) 870-7810	7/03	\$2,686,504



# JOHN CARLO, INCORPORATED

FLORIDA

45000 River Ridge Drive, Suite 200  
Clinton Township, Michigan 48038  
586.416.4500  
Fax 586.226.5665

DATE BUSINESS STARTED: MARCH 7, 1961

CHIEF EXECUTIVE OFFICER: CARLO J. CATENACCI  
CHIEF OPERATING OFFICER/SECRETARY: JOSEPH E. CATENACCI  
PRÉSIDENT: MICHAEL CATENACCI  
TREASURER: JOHN T. ROBSON

## TRADE REFERENCES

CSR RINKER  
4004 CLARCONA OCOEE ROAD  
ORLANDO, FL 32810

(904) 353-4401 FAX: (904) 354-8467

CONTACT: NORMA DUNN

RC DUNN OIL COMPANY  
PO BOX 338  
GROVELAND, FL 34736

(352) 429-9071 FAX: (352)429-3180

CONTACT: JACKIE

RING POWER CORPORATION  
P. O. BOX 45022  
JACKSONVILLE, FL 32232-5022

(904) 737-7730 FAX: (904) 448-4021

CONTACT: STEVE DEMPSEY

SOUTHERN PAVEMENTS  
1350 TRADEPORT DRIVE, SUITE 101  
JACKSONVILLE, FL 32218

(904) 741-8200 FAX: (904) 741-8463

CONTACT: JENNY MEREDITH

## BANK REFERENCES

BANK ONE, N.A.  
10 SOUTH GRATIOT, SUITE 104  
MT. CLEMENS, MI 48043

(586) 468-0628

CONTACT: MIKE REICHENBACH

ACCOUNT #107020434

SUNTRUST BANK, MID-FLORIDA  
P. O. BOX 620547  
ORLANDO, FL 32862-0547

(863) 687-1925

CONTACT: CINDY TIDWELL

ACCOUNT #0031000216135

TAX ID #38-1650909

JOHN CARLO, INC. TERMS ARE: DUE ON THE LAST DAY OF THE MONTH  
FOLLOWING THE CALENDAR MONTH IN WHICH THE INVOICE IS DATED.

PURCHASE ORDERS ARE REQUIRED.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida )  
 )ss  
County of Orange )

Curtis A. Johnson, being first duly sworn, deposes and says that:

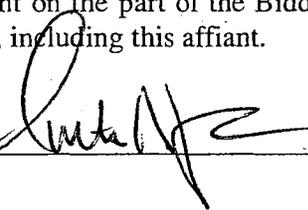
(1) He is Vice President, of John Carlo, Inc., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Seminole County, Florida, or any person interested in the proposed Agreement; and

(5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed:  \_\_\_\_\_

Printed Name: Curtis A. Johnson

Title: Vice President

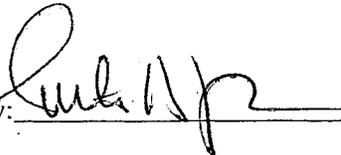
**CERTIFICATION OF NONSEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 09/22/04

By: 

Print Name: Curtis A. Johnson

Official Address:

Title: Vice President

John Carlo, Inc.

9671 Tradeport Drive

Orlando, FL 32827

(Include Zip Code)

**ATTACH AND INCLUDE THIS PAGE AS PART OF BID FORM; FAILURE TO DO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.**

M/WBE PRIME CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION  
(TO BE SUBMITTED WITH BID PACKAGE)

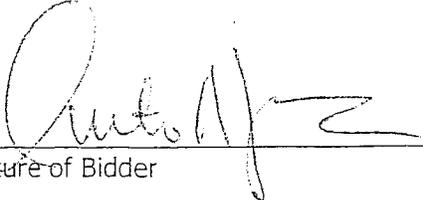
List all proposed Subcontractors and suppliers to be used--certified M/WBE's and non-M/WBE's. Provide company names; contacts, addresses, phone numbers; trade/service/commodity to be provided (specify if subcontractor or supplier); work to be performed with the Contractor's own workforce, including estimated dollar amount allocated for that work (work that is consistently and historically performed in-house); total amount to be paid to this sub/supplier (do not discount supply dollars); and M/WBE or non-M/WBE. **If M/WBE you must indicate who certified as M/WBE (current certifications must be issued by a public agency in the State of Florida) and if a minority (MBE) or woman-owned (WBE) business enterprise. The contractor selected for award will be required to provide current certifications for each M/WBE subcontractor/supplier.** Provide all information requested. Use additional sheets if necessary.

1. What is the estimated percent of work that the Prime Contractor will self-perform? \_\_\_\_\_ %  
List these areas below with approximate dollar amounts to be allocated for type of work.

2. Is all work (whether to be subbed or self-performed) listed below? Yes \_\_\_ No \_\_\_  
Are all material suppliers listed? Yes \_\_\_ No \_\_\_  
If no, please explain. \_\_\_\_\_

3. Is your firm certified as an M/WBE? Yes \_\_\_ No \_\_\_  
If yes, which and by whom? \_\_\_\_\_

SUBCONTRACT NAME, ADDRESS PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	DOLLAR AMOUNT	CERTIFIED M/WBE? WHICH and by WHOM?
1 <u>ORLANDO PAVING</u> (Sub)Supplier/In-house (Circle One) <u>P.O. Box 547186</u> <u>ORLANDO, FL 32854</u> <u>407-578-9179</u>	<u>ASPHALT PAVING</u>	<u>\$1,705,000.00</u>	<u>N/A</u>
2 <u>TRAFFIC CONTROL DEVICES</u> (Sub)Supplier/In-house (Circle One) <u>580 W. FRANKLIN AVE</u> <u>ALTAMONT SPRINGS, FL 32714</u> <u>407-869-5300</u>	<u>SIGNALIZATION</u>	<u>\$315,000.00</u>	<u>N/A</u>
3 <u>FAUSNIGHT</u> (Sub)Supplier/In-house (Circle One) <u>910 CHARLES ST</u> <u>LOVELANDWOOD, FL 32750</u> <u>407-261-5446</u>	<u>PAVEMENT MARKING</u>	<u>\$68,000.00</u>	<u>N/A</u>
4 <u>SMARTE'S LANDSCAPE</u> (Sub)Supplier/In-house (Circle One) <u>450 DEEN STILL RD</u> <u>DAVENPORT, FL 33597</u> <u>863-424-6222</u>	<u>GRASSING</u>	<u>\$255,000.00</u>	<u>N/A</u>

  
Signature of Bidder \_\_\_\_\_ Vice President \_\_\_\_\_  
Title

M/WBE PRIME CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION  
(TO BE SUBMITTED WITH BID PACKAGE)

List all proposed Subcontractors and suppliers to be used--certified M/WBE's and non-M/WBE's. Provide company names; contacts, addresses, phone numbers; trade/service/commodity to be provided (specify if subcontractor or supplier); work to be performed with the Contractor's own workforce, including estimated dollar amount allocated for that work (work that is consistently and historically performed in-house); total amount to be paid to this sub/supplier (do not discount supply dollars); and M/WBE or non-M/WBE. **If M/WBE you must indicate who certified as M/WBE (current certifications must be issued by a public agency in the State of Florida) and if a minority (MBE) or woman-owned (WBE) business enterprise. The contractor selected for award will be required to provide current certifications for each M/WBE subcontractor/supplier.** Provide all information requested. Use additional sheets if necessary.

1. What is the estimated percent of work that the Prime Contractor will self-perform? 65 %  
List these areas below with approximate dollar amounts to be allocated for type of work.

2. Is all work (whether to be subbed or self-performed) listed below? Yes \_\_\_ No X  
Are all material suppliers listed? Yes \_\_\_ No X  
If no, please explain. Too many incidental items to identify list.

3. Is your firm certified as an M/WBE? Yes \_\_\_ No X.  
If yes, which and by whom? \_\_\_\_\_

SUBCONTRACT NAME, ADDRESS PHONE NUMBER	WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED	DOLLAR AMOUNT	CERTIFIED M/WBE? WHICH and by WHOM?
1 <u>ORLANDO PAVING</u> (Sub) Supplier/In-house (Circle One) <u>PO Box 547186 ORLANDO, FL 32854</u> <u>407-578-9779</u>	<u>ASPHALT PAVING</u>	<u>1,705,000</u>	<u>N/A</u>
2 <u>TRAFFIC CONTROL DEVICES</u> (Sub) Supplier/In-house (Circle One) <u>580 FRANKLIN AVE ALTAMONT SPRINGS, FL 32714</u> <u>407-869-5300</u>	<u>SIGNALIZATION</u>	<u>315,000</u>	<u>N/A</u>
3 <u>FAUSNIGHT</u> (Sub) Supplier/In-house (Circle One) <u>910 CHARLES ST LONGWOOD, FL 32750</u> <u>407-261-5446</u>	<u>PAVEMENT MARKING</u>	<u>63,000</u>	<u>N/A</u>
4 <u>SWARTS LANDSCAPE</u> (Sub) Supplier/In-house (Circle One) <u>450 DEEN STILL RD DAVENPORT, FL 33897</u> <u>863-424-6222</u>	<u>GRASSING</u>	<u>255,000</u>	<u>N/A</u>

[Signature] Vice President  
Signature of Bidder Title