

CONSTRUCTION CONTRACTS

18. Award CC-0376-05/TLR – Red Bug Lake Road and Tuskawilla Road Intersection Improvements, to Central Florida Environmental Corp., Longwood (\$2,344,404.48).

CC-0376-05/TLR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary to add an additional east bound and west bound through lane and replacement signal structure at the intersection of Red Bug Lake Road and Tuskawilla Road, unincorporated Seminole County, Florida.

This project was publicly advertised and the County received three (3) responses. One of the three responses was disqualified because the firm no longer held the required FDOT qualifications. The Review Committee consisting of Brett Blackadar, P.E.; Antoine Khoury; P.E., and Bill Glennon, Principal Engineer evaluated the remaining two responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Central Florida Environmental Corp., in the amount of \$2,344,404.48. The completion time for this project is two hundred forty (240) calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in conjunction with a BAR presented this same agenda, in account number 077541.560670, CIP 00191623. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

REVISED

B.C.C. - SEMINOLE COUNTY, FL

BID TABULATION SHEET

BID NUMBER: CC-0376-05/TLR
BID TITLE: Red Bug Lake Road and
Tuskawilla Road Intersection
Improvements

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.

PAGE: 1 of 1

OPENING DATE: January 18, 2006 at 2:00 P.M.

ITEM DESCRIPTION	*Response 1	Response 2	Response 3
	American Persian Engineers and Constructors, Inc. 4436 Old Winter Garden Rd. Orlando, FL 32811 PH. 407 522-0530 Fx. 407 532-8332	Central Florida Environmental Corp. 740 Florida Central Pkwy. Ste. 2032 PH. 407 834-6115 Fx. 407 834-6391	Cathcart Contracting Co. 6972 Aloma Ave. Winter Park, FL 32792 PH. 407 629-2900 x21 Fx. 407 677-412
BID TOTAL	\$2,142,262.78	\$2,344,404.48	\$3,767,514.50
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 Facility	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

Disqualified

*Failed to comply with 00010, Section 3.1 of the solicitation package.

Opened and Tabulated by T. Roberts
Posted: January 18, 2006 @ 4pm, Update: January 24, 2006
Recommendation & Award Date: TBA

AGREEMENT (CC-0376-05/TLR)

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **CENTRAL FLORIDA ENVIRONMENTAL CORP.**, duly authorized to conduct business in the State of Florida, whose address is 740 Florida Central Parkway, Suite 2032, Longwood, Florida 32750 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-0376-05/TLR-Red Bug Lake Road and Tuskawilla Road Intersection Improvements.

The Project for which the Work under the Contract Documents is a part is generally described as CC-0376-05/TLR-Red Bug Lake Road and Tuskawilla Road Intersection Improvements.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Professional Engineering Consultants, Inc., 200 E. Robinson Street, Suite 1560, Orlando, Florida 32801.

(b) "CEI" is the Seminole County Engineer or the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean _____.

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 two hundred ten (210) 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 TWO MILLION THREE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED FOUR AND 48/100 DOLLARS (\$2,344,404.48) 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 31st 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 David E. Stalowy 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, TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$2,600.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. 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:

Engineering Division
520 W. Lake Mary Blvd, Ste 200
Sanford, FL 32773

For CONTRACTOR:

CONTRACTOR's Superintendent
Central Florida Environmental Corp.
740 Florida Central Pkwy, Ste 2032
Longwood, FL 32750

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: CENTRAL FLORIDA ENVIRONMENTAL CORP.

DAVID E. STALOWY, Secretary

By: _____
DAVID E. STALOWY, President

Date: _____

[CORPORATE SEAL]

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
1/27/06
cc-0376

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: RED BUG LAKE ROAD AND TUSKAWILLA ROAD INTERSECTION
IMPROVEMENTS

COUNTY CONTRACT NO. CC-0376-05/TLR

Name of Bidder: CENTRAL FLORIDA ENVIRONMENTAL CORPORATION

Mailing Address: 740 FLORIDA CENTRAL PARKWAY SUITE 2032

Street Address: 740 FLORIDA CENTRAL PARKWAY SUITE 2032

City/State/Zip: LONGWOOD FLORIDA 32750

Phone Number: (407) 834-6115

FAX Number: (407) 834-6391

Contractor License Number: CQC 055230

TO: Purchasing and Contacts 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 2, 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.

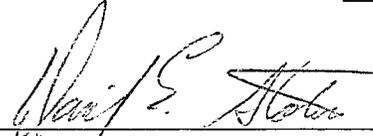
The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

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.

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 18th day of January, 2006.

CENTRAL FLORIDA ENVIRONMENTAL CORP
(Name of BIDDER)


(Signature of person signing this BID FORM)

DAVID E. STALOWY
(Printed name of person signing this BID FORM)

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

PROJECT: Red Bug Lake Road and Tuskawilla Road Intersection Improvements

COUNTY CONTRACT NO. CC-0376-05/TLR

SEMINOLE COUNTY

ROADWAY PAY ITEMS	TOTAL \$	1,648,729 ²⁸	1,648,878.53
SIGNING AND PAVEMENT PAY ITEMS	TOTAL \$	153,609 ⁰⁴	153,613.73
SIGNALIZATION PAY ITEMS	TOTAL \$	541,901 ⁵⁸	541,912.22
TOTAL BID	BID TOTAL \$	2,344,239 ⁹⁰	2,344,404.48

BIDDER TOTAL TO BE ENTERED ON PAGE 00100-2

JLR

RED BUG LAKE ROAD AT TUSKAWILLA ROAD
INTERSECTION IMPROVEMENTS
SEMINOLE COUNTY, FLORIDA
ROADWAY PAY ITEMS

ITEM	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
101-1	LS	1	MOBILIZATION	98835 ⁰⁰	98835 ⁰⁰
102-1	LS	1	MAINTENANCE OF TRAFFIC	99759 ⁰⁰	99759 ⁰⁰
102-71-13	LF	2,892	BARRIER WALL (TEMPORARY) (F&I) (LOW PROFILE CONCRETE)	110 ⁸⁸	320664 ⁹⁶
104-10-1	EA	96	BALED HAY OR STRAW	14 ⁵²	1393 ⁹²
104-11	LF	100	FLOATING TURBIDITY BARRIER	19 ⁸⁰	1980 ⁰⁰
104-13-2	LF	3,000	STAKED SILT FENCE (TYPE IV)	2 ⁶⁴	7920 ⁰⁰
104-16	EA	240	ROCK BAGS	13 ²⁰	3168 ⁰⁰
109-71	LS	1	FIELD OFFICE (LUMP SUM)	32340 ⁰⁰	32340 ⁰⁰
110-1-1	LS	1	CLEARING AND GRUBBING	91423 ²⁰	91423 ²⁰
120-1	CY	1,484	REGULAR EXCAVATION	32 ⁰¹	47502 ⁸⁴
120-6	CY	667	EMBANKMENT	14 ²⁶	9508 ⁷⁵
160-4	SY	3,596	TYPE B STABILIZATION	9 ⁰³	32467 ⁵⁶
285-709-327	SY	2,567	OPTIONAL BASE (GROUP 09) (6" ABC-3 ONLY)	41 ⁵⁸	106735 ⁸⁶
327-70-1	SY	17,498	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	3 ⁰⁴	53123 ⁹³
327-70-8	SY	8,444	MILLING EXISTING ASPHALT PAVEMENT (2.5" AVERAGE DEPTH)	4 ⁰³	33995 ⁵⁴
331-2	TN	1,187.2	TYPE S ASPHALTIC CONCRETE	121 ⁷⁷	144565 ³⁴
337-7-3	TN	1,598.4	ASPHALTIC CONCRETE FRICTION COURSE (INC. BIT.) (RUBBER) (FC-3) (110 LB/SY)	155 ¹⁰	247911 ⁸⁴
400-97	LS	1	COATING CONCRETE SURFACES	13780 ⁸⁰	13780 ⁸⁰

Bidder: CENTRAL FLORIDA ENVIRONMENTAL Corp.

RED BUG LAKE ROAD AT TUSKAWILLA ROAD
INTERSECTION IMPROVEMENTS
SEMINOLE COUNTY, FLORIDA
ROADWAY PAY ITEMS

ITEM	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
425-1-331	EA	2	INLETS (CURB TYPE P-3) (<10')	5323 ⁵⁶	10647 ¹²
425-1-351	EA	10	INLETS (CURB TYPE P-5) (<10')	4936 ⁸⁰	49368 ⁸⁰
425-2-41	EA	1	MANHOLES (P-7) (<10')	4078 ⁸⁰	4078 ⁸⁰
425-6-99	LS	1	UTILITY VALVE BOXES (ADJUST)	8118 ⁸⁰	8118 ⁸⁰
425-11	EA	11	MODIFY EXISTING DRAINAGE STRUCTURES	5748 ⁶⁰	63234 ⁶⁰
430-141-102	LF	176	ELLIPTICAL CONCRETE PIPE CULVERT (SS) (HE III) (14" X 23")	124 ⁹¹	21984 ⁴⁴
520-1-7	LF	136	CONCRETE CURB & GUTTER (TYPE E)	38 ⁸²	5279 ⁶⁸
520-1-10	LF	2,496	CONCRETE CURB & GUTTER (TYPE F)	19 ²⁵	48037 ⁰²
520-2-1	LF	1,852	CONCRETE CURB (TYPE A)	16 ⁷⁵	31022 ⁴⁸
520-5-11	LF	488	CONCRETE TRAFFIC SEPARATOR (TYPE I) (4' WIDE)	37 ⁰⁵	18081 ⁵⁷
520-70	SY	38	CONCRETE TRAFFIC SEPARATOR (TYPE I) (SPECIAL) (2' WIDE)	111 ¹⁶	4223 ⁹⁷
522-1	SY	665	CONCRETE SIDEWALK (4" THICK)	32 ⁷⁵	21778 ²²
522-2	SY	228	CONCRETE SIDEWALK (6" THICK)	50 ⁹⁵	11617 ⁰⁶
575-1	SY	1,920	SODDING	2 ¹⁸	41817 ⁶
			ROADWAY TOTAL		1648729 ²⁸

21,984.16
5279.52
48,048.00
31,021.00
18,080.40
4234.08
21,805.35
11,616.60
4185.60

1,646,878.53

Bidder: Central Florida Environmental Corp

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RED BUG LAKE ROAD AT TUSKAWILLA ROAD
 INTERSECTION IMPROVEMENTS
 SEMINOLE COUNTY, FLORIDA
 SIGNING & PAVEMENT MARKING PAY ITEMS

ITEM	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT	
700-40-1	AS	15	SIGN, SINGLE POST (LESS THAN 12 SF)	343 ²⁰	5148 ⁻	
700-46-11	AS	8	SIGN, EXISTING (REMOVE) (SINGLE POST)	99 ⁰⁰	792 ⁰⁰	
700-46-14	AS	1	SIGN, EXISTING (REMOVE) (OVERHEAD CANTILEVER)	5742 ⁻	5742 ⁰⁰	
700-46-21	AS	6	SIGN, EXISTING (RELOCATE) (SINGLE POST)	198 ⁻	1188 ⁰⁰	
700-999-1	SY	730	THERMOPLASTIC CROSSWALK (SPECIAL)	127 ²¹	93228 ³⁰	
705-2	EA	1	DELINEATOR, DOUBLE UNIT	178 ²⁰	178 ²⁰	
708-3	EA	509	REFLECTIVE PAVEMENT MARKERS, BI-DIRECTIONAL	5 ²⁸	2687 ⁵²	
710-30	SY	14	REFLECTIVE PAINT ISLAND NOSE (YELLOW)	26 ⁴⁰	369 ⁶⁰	
711-3	EA	19	PAVEMENT MESSAGES (THERMOPLASTIC)	158 ⁴⁰	3009 ⁶⁰	
711-4	EA	59	DIRECTIONAL ARROWS (THERMOPLASTIC)	52 ³⁰	3115 ²⁰	
711-5-1	LF	480	GUIDE LINES, THERMOPLASTIC (WHITE)	132	633 ⁶⁰	
711-5-2	LF	240	GUIDE LINES, THERMOPLASTIC (YELLOW)	132	316 ⁸⁰	
711-33	LF	1,436	SKIP TRAFFIC STRIPE, THERMOPLASTIC (WHITE)	106	151642	1522.16
711-34	LF	246	SKIP TRAFFIC STRIPE, THERMOPLASTIC (YELLOW)	106	25978	260.76
711-35-81	LF	510	SOLID TRAFFIC STRIPE, THERMOPLASTIC (8" WHITE)	092	47124	469.20
711-35-121	LF	3,662	SOLID TRAFFIC STRIPE, THERMOPLASTIC (12" WHITE)	165	604230	
711-35-181	LF	752	SOLID TRAFFIC STRIPE, THERMOPLASTIC (18" WHITE)	264	198528	
711-35-241	LF	657	SOLID TRAFFIC STRIPE, THERMOPLASTIC (24" WHITE)	396	260172	

Bidder: Central Florida Environmental Corp.

RED BUG LAKE ROAD AT TUSKAWILLA ROAD
 INTERSECTION IMPROVEMENTS
 SEMINOLE COUNTY, FLORIDA
 SIGNING & PAVEMENT MARKING PAY ITEMS

ITEM	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
711-36-181	LF	191	SOLID TRAFFIC STRIPE, THERMOPLASTIC (18" YELLOW)	297	567 ²⁷
711-37-61	NM	1.907	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" WHITE)	2439 ³⁶	4651 ³⁶
711-38-61	NM	1.000	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" YELLOW)	2439 ³⁶	2439 ³⁶
903-527-1	EA	25	APPLIED DETECTABLE WARNING DEVICE ON CURB RAMPS	666 ⁶⁰	16665 ⁰⁰
			SIGNING & PAVEMENT MARKING TOTAL		153,609 ⁰⁴

Bidder: CENTRAL FLORIDA ENVIRONMENTAL CORP.

153,613.73 *JEF*

RED BUG LAKE ROAD AT TUSKAWILLA ROAD
INTERSECTION IMPROVEMENTS
SEMINOLE COUNTY, FLORIDA
SIGNALIZATION PAY ITEMS

ITEM	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
630-1-12	LF	3,100	CONDUIT (FURNISH & INSTALL) (UNDERGROUND)	8 ¹² ₋	25165 ⁸⁰
630-1-14	LF	1,450	CONDUIT (FURNISH & INSTALL) (JACK AND BORE)	20 ⁴⁵ ₋	29647 ⁸⁶ ₋
632-7-1	PI	1	CABLE (SIGNAL) (FURNISH & INSTALL)	7774 ⁸⁰	7774 ⁸⁰
635-1-11	EA	40	PULL AND JUNCTION BOXES (FURNISH & INSTALL) (PULL BOXES)	396 ⁶⁶ ₋	15866 ⁴⁰ ₋
635-1-15	EA	5	PULL AND JUNCTION BOXES (FURNISH & INSTALL) (PULL BOXES) (FIBER OPTIC)	1268 ¹⁹ ₋	6340 ⁹⁵
639-1-22	AS	1	ELECTRICAL POWER SERVICE (UNDERGROUND) (PURCHASED BY CONTRACTOR)	1452 ⁰⁰	1452 ⁰⁰
639-2-1	LF	100	ELECTRICAL SERVICE WIRE (FURNISH & INSTALL)	376 ⁰⁰ ₋	376 ²⁰
649-99-180	EA	1	MAST ARM SIGNAL STRUCTURE (180') (INC. FOUNDATIONS)	239448 ³³ ₋	239448 ³³ ₋
650-51-311	AS	16	TRAFFIC SIGNAL (FURNISH & INSTALL) (3 SEC) (1 WAY) (STANDARD) (LED)	1077 ¹²	17233 ⁹²
650-54-311	AS	2	TRAFFIC SIGNAL (RELOCATE) (3 SEC) (1 WAY)	508 ²⁰	1016 ⁴⁰
653-181	AS	2	PEDESTRIAN SIGNAL (FURNISH & INSTALL) (LED) (1 WAY) (COUNTDOWN FEATURES)	1227 ⁶⁰	2455 ²⁰
653-182	AS	3	PEDESTRIAN SIGNAL (FURNISH & INSTALL) (LED) (2 WAY) (COUNTDOWN FEATURES)	2296 ⁸⁰	6890 ⁴⁰
659-108	EA	3	SIGNAL HEAD AUXILIARIES (FURNISH & INSTALL) (STEEL PEDESTAL)	1833 ⁶⁴ ₋	5650 ⁹² ₋
659-109	EA	1	SIGNAL HEAD AUXILIARIES (FURNISH & INSTALL) (CONCRETE PEDESTAL, TYPE II)	1108 ⁸⁰ ₋	1108 ⁸⁰ ₋
659-999	PI	1	RED LIGHT CONFIRMATION LIGHTS (RELOCATE)	3471 ⁹³	3471 ⁹³
660-1-101	EA	10	INDUCTIVE LOOP DETECTOR (FURNISH & INSTALL) (TYPE 1, 1 CH, R, S)	296 ⁶⁷ ₋	2966 ⁷⁰ ₋
660-2-102	AS	34	LOOP ASSEMBLY (FURNISH & INSTALL) (TYPE B)	846 ¹² ₋	28768 ⁰⁸ ₋
660-2-105	AS	23	LOOP ASSEMBLY (FURNISH & INSTALL) (TYPE F) (6' X 40')	1052 ⁷⁰ ₋	24212 ¹⁰ ₋

25172.00
29652.50

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Bidder: CENTRAL FLORIDA ENVIRONMENTAL CORP

RED BUG LAKE ROAD AT TUSKAWILLA ROAD
INTERSECTION IMPROVEMENTS
SEMINOLE COUNTY, FLORIDA
SIGNALIZATION PAY ITEMS

ITEM	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
663-74-11	EA	1	VEHICLE DETECTOR ASSEMBLIES (F&I) (OPTICAL TYPE) (OPTICOM) (4-WAY)	11142 ¹²	11142 ¹²
663-74-14	PI	3	VEHICLE DETECTOR ASSEMBLIES (F&I) (TEMPORARY) (MICROWAVE)	10008 ²⁴	30024 ²²
665-11	EA	8	PEDESTRIAN DETECTOR (FURNISH & INSTALL)	167 ⁹⁷	1343 ⁷⁶
670-5-112	AS	1	ACTUATED SOLID STATE CONTROLLER ASSEMBLY (F&I) (NEMA) (2 PREEMPTION PLANS)	34058 ³¹	34058 ³¹
678-1-13	EA	1	CONTROLLER ACCESSORIES (FURNISH & INSTALL) (GENERATOR SWITCH BOX AND PAD)	3205 ²⁹	3205 ²⁹
684-14	LF	700	SYSTEM COMMUNICATIONS CARRIER (FURNISH & INSTALL) (FIBER OPTIC CABLE)	2343	16401 ⁰⁰
690-10	EA	16	REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY	33 ⁹⁹	543 ⁸⁴
690-20	EA	12	REMOVE PEDESTRIAN SIGNAL ASSEMBLY	33 ⁹⁹	407 ⁸⁸
690-31	EA	4	REMOVE SIGNAL PEDESTAL	203 ⁹⁴	815 ⁷⁶
690-32-1	EA	2	REMOVE POLES (SHALLOW) (DIRECT BURIAL)	2336 ⁴⁰	4672 ⁸⁰
690-50	EA	1	REMOVE CONTRLLER ASSEMBLY	731 ²⁸	731 ²⁸
690-70	EA	12	REMOVE PEDESTRIAN DETECTOR ASSEMBLY	16 ⁵⁰	198 ⁰⁰
690-80	EA	1	REMOVE SPAN WIRE ASSEMBLY	815 ⁴³	815 ⁴³
690-90	PI	4	REMOVE CABLING AND CONDUIT	613 ⁸⁰	2455 ²⁰
690-100	PI	2	REMOVE MISCELLANEOUS SIGNAL EQUIPMENT	578 ⁸²	1157 ⁶⁴
699-1-1	EA	4	SIGN, INTERNALLY ILLUMINATED (STREET NAME)	3520 ⁴⁴	14081 ⁷⁶
			SIGNALIZATION TOTAL		541901⁵⁸

Bidder: Central Florida Environmental Corp.

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