

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM
US 17-92 COMMUNITY REDEVELOPMENT AGENCY**

SUBJECT: Authorization to enter into an Agreement for Portion of the Construction of Pre-Engineered Retail Sanford Farmers Market Steel Building

DEPARTMENT: Economic Development **DIVISION:** US 17/92 CRA

AUTHORIZED BY: William McDermott ^{WMM} **CONTACT:** Kevin Fall ^{Kevin Fall} **EXT.** 7133

Agenda Date 4/08/2003 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

- 1) **Award M-368-03/BJC – Portion of the construction of pre-engineered retail Sanford Farmers Market steel building, to AAGAARD-McNary Construction, Inc., Orlando (\$157,440.00).**

DETAIL:

On December 10, 2002, the US 17/92 Community Redevelopment Agency (CRA) and the Board of County Commissioners approved the Public Farmers Market Building Enhancements and the Public Farmers Market Site Enhancements. Based on that action, the County entered into a Memorandum of Understanding with the Florida Department of Agriculture and Consumer Services (FDACS) in Tallahassee to secure the financial participation for the project.

Reviewed by:
Co Atty: [Signature]
DFS: [Signature]
Other: _____
DCM: SS
CM: [Signature]

File No. CRA-01

On February 25, 2003, the FDACS publicly advertised the project and received three (3) submittals in response to the solicitation. The County participated in the process by broadcasting the project to local market. The project will include the construction of a new 6,000 square foot pre-engineered, metal building with associated restrooms and service space. The building is primarily open. The scope of services will also include associated plumbing, sewer and electrical service as well as all incidentals necessary for the completion of the project as outlined in the specifications and construction drawings.

The Review Committee which consisted of Purchasing and Contracts personnel from the FDACS and the County evaluated the submittals and recommend the award of the contract to the most responsible, responsive Bidder, AAGAARD-McNary Construction, Inc., Orlando. The following is a breakdown of the cost of the project and the agency responsible for each portion:

\$317,700.00 including Alternates No. 1 through No. 4. – FDACS
\$157,440.00 (Alternate No. 5 through Alternate No. 18) – CRA

Planning and Development and Fiscal Services/Purchasing and Contracts Division recommend the CRA to approve the project and authorize the Chairman to execute the Agreement for Alternates 5 through 18 of the project as prepared and approved by the County Attorney's Office for the CRA's portion of the project.

The Base Bid includes construction of a 6,000 square foot pre-engineered steel building located on the site of the existing Sanford State Farmer's Market. The Alternates to be funded by CRA are as follows:

- Removal of existing asphalt and installation of landscape buffer
- Relocate overhead utilities
- Remove and relocate signage
- Curb cuts (removal and install FDOT curbing and walk)
- Landscaping - 24, 6" gal. Caliper Shumard Oak trees
- Irrigation
- Security lighting – 2 hockey puck pole lights
- 3 Cupolas with spires on roof galvanized purlins and girts
- Decorative steel buckets
- Seafood broker enclosure
- Concrete walkways around the perimeter of the facility/building
- Planters, benches and additional landscaping
- Metal halide lights to be used instead of basic fluorescent lighting for overhead lighting of facility
- Paved and striped crosswalks
- Gateway
- Flag pole pavilion
- Flag pole and walkway



Florida Department of Agriculture and Consumer Services
Bureau of General Services

ITB / RFP TABULATION SHEET

CHARLES H. BRONSON
COMMISSIONER

BID/PROPOSAL NO.: ITB/DM-02/03-87 TITLE: CONSTRUCTION OF PRE-ENGINEERED RETAIL SANFORD FARMERS MARKET STEEL BLDG.

PLACE: SB-8, Mayo Building, Tallahassee, FL OPENING DATE/TIME: MARCH 18, 2003 @ 2:30 P.M. ADVERTISEMENT DATE: 02/25/03

OPENED BY: John Reeves TABULATED BY: Ann Phillippy VERIFIED BY: John Reeves

POSTING TIME/DATE FROM: / UNTIL / PAGE 1 OF 2 PAGE(S)

Bidders Response	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Grand Total
1. Abba Construction Inc.	\$422,000.00	\$2,800.00	\$13,800.00	\$31,000.00	\$8,400.00	\$478,000.00
2. CPH Constructors	\$466,710.00	\$4,940.00	\$9,230.00	\$10,140.00	\$8,450.00	\$499,470.00
3. AAGAAPD McNary Const.	\$275,300.00	\$500.00	\$9,900.00	\$24,800.00	\$7,200.00	\$317,700.00

Bidders Response	Alternate No. 5	Alternate No. 6	Alternate No. 7	Alternate No. 8	Alternate No. 9	Alternate No. 10	Alternate No. 11	Alternate No. 12	Alternate No. 13	Alternate No. 14	Alternate No. 15	Alternate No. 16	Alternate No. 17	Alternate No. 18	Grand Total Alternate 5 Thru Alternate 18
1. Abba Construction Inc.	\$17,220.00	\$3,970.00	\$28,800.00	\$17,700.00	(\$1,450.00)	\$61,000.00	\$6,209.00	\$52,000.00	\$7,700.00	\$73,000.00	\$16,800.00	\$28,000.00	\$10,000.00	\$13,500.00	\$334,449.00
2. CPH Constructors	\$10,210.42	\$11,440.00	\$9,750.00	\$8,640.00	\$13,000.00	\$41,630.00	\$16,280.00	\$39,561.70	\$10,341.00	\$18,000.00	\$13,000.00	\$20,000.00	\$3,900.00	\$12,000.00	\$227,753.12
3. AAGAAPD McNary Const.	\$11,900.00	\$5,200.00	\$9,300.00	\$2,600.00	(\$2,500.00)	\$29,500.00	\$13,000.00	\$32,200.00	\$4,300.00	\$27,800.00	\$5,300.00	\$13,000.00	\$3,000.00	\$2,840.00	\$157,440.00

Highlighted items indicate Department's intended award.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes. All bids/proposals/negotiations accepted by the State are subject to the State's terms and conditions and any and all additional terms and conditions submitted by the bidders/proposers/negotiators are rejected and shall have no force and effect. Offers from the vendors listed herein are the only offers received timely as of the above specified opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Notice of Bid/Proposals/Negotiations Protest Bonding Requirement- any person who files an action protesting a decision or intended decision pertaining to contracts administered by the Division or a State Agency pursuant to section 120.57(3), Florida Statutes, shall post with the Division or the State Agency at the time of filing the formal written protest, a bond payable to the Division or State Agency in an amount equal to 1 percent of the Division's or State Agency's estimate of the total volume of the contract, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the Division pertaining to Agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting Agency's estimate of the contract amount for the exceptional purchase requested. In lieu of a bond, the Division or State Agency may, in either case, accept a cashier's check, official bank check or money order in the amount of the bond. **Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.**

SUBMIT BIDS TO
 Department of Agriculture and Consumer Services
 407 South Calhoun Street - Mayo Building Room SB-7
 Tallahassee, Florida 32399-0800
 Telephone Number: (850) 488-7652

STATE OF FLORIDA
INVITATION TO BID

Bidder Acknowledgment

Page 4 of 28 / Page 28
BIDS WILL BE OPENED @ 2:30 P.M. March 13, 2003
 and may not be withdrawn within 30 days of opening bids
BIDDING
 (REVISED 2/2003)

AGENCY MAILING DATE: 02/25/2003
BID TITLE: CONSTRUCTION OF REENGINEERED RETAIL SANFORD FARMERS MARKET

STATE PURCHASING SUBSYSTEM (SPURS)
 VENDOR NUMBER **F592888588001**
DELIVERY DATE WILL BE _____ **DAYS**
CASH DISCOUNT TERMS

VENDOR NAME: AAGAARD-McNARY CONSTRUCTION, INC
VENDOR MAILING ADDRESS: P.O. Box 608003

REASON FOR NO BID: N/A

CITY, STATE - ZIP: Orlando FLA 32860
AREA CODE: 407
PHONE NUMBER: 2966885
FREE NUMBER:

POSTING OF BID TABULATIONS
 Bid tabulations with recommendations and awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about: 03/21/2003

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid in an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Ant-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

William R. McNary
 AUTHORIZED SIGNATURE (MANUAL)
William R. McNary PRES
 AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. (NOTE: If you are registered with DMS, your SPURS vendor number is located just above your firm name on the label of the envelope transmitting this invitation.) Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact State Purchasing, 4050 Esplanade Way, Suite 260, Tallahassee, FL 32304-0990, (850) 487-4234 immediately.
- NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
- BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Bid bids may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.
- PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the State of Florida.
 - TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 182, F.S.
 - CASH DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
 - MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidders risk. In case of mistake in extension the unit price will govern.
 - CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new, current standard model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
- INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractor's rights and the State's agencies responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR RESPONSE SYSTEM:** To access an Interactive Voice Response System for vendor payment inquiry. Vendors may call (850) 413-7269 between 7 a.m. and 6 p.m. Monday through Friday to check on the status of payments by State agencies. The system can accommodate English and Spanish speaking callers. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the later of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 35.03 F.S., will be due and payable. In addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of the individual include acting as an advocate of vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. State Purchasing shall review the conditions and circumstances surrounding non-payment and unless there is a bona fide dispute, State Purchasing may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.
- ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to perform under this contract is contingent upon an annual appropriation by the Legislature.
- DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4 p.m., excluding State of Florida holidays, unless otherwise specified.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
AAGAARD-McNARY CONSTRUCTION, INC. (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
CONTRACTORS BONDING AND INSURANCE COMPANY (CBIC) (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of WASHINGTON
as Surety, hereinafter called the Surety, are held and firmly bound unto
SEMINOLE COUNTY, FLORIDA (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

FIVE PER CENT OF AMOUNT BID----- Dollars (\$ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Bid #ITB/DM-02/03-87, Retail Farmers' Market at Sanford
State Farmers' Market

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of March, 2003

Lois K. Cairns

(Witness)

AAGAARD-McNARY CONSTRUCTION, INC.

(Principal) (Seal)
Walter McNary pres.

(Title)

C. J. Hunsper

(Witness)

CONTRACTORS BONDING AND INSURANCE COMPANY (CBIC)

(Surety) (Seal)
Martha L. Gray

(Title) ATTORNEY-IN-FACT &
FLORIDA RESIDENT AGENT
INQUIRIES 407-894-5431

FLORIDA RESIDENT AGENT INFORMATION

Please be aware that Martha Lynn Gray is licensed with the carrier that executed the attached bond(s) as a resident agent in the State of Florida. Her license number is A102836.

The name, address, telephone and fax number is:

Kuykendall-LaRue Bonding & Insurance Agency, Inc.
1560 Orange Avenue, Suite 750
Winter Park, FL 32789
Phone: 407-894-5431 Fax: 407-896-2987

The attached bond is countersigned by: _____
Martha Lynn Gray

FLORIDA DEPARTMENT OF INSURANCE



MARTHA LYNN GRAY
251547805
IS LICENSED TO TRANSACT THE
FOLLOWING CLASSES OF INSURANCE:
Gen. Lines (Prod. & Cas. Ins.)
A102836

ISSUED: 10/07/1991
053909

Martha Lynn Gray

SIGNATURE



LIMITED POWER OF ATTORNEY

Not Valid for Bonds
Executed On or After: MARCH 31ST, 2004

Power of Attorney
Number: 675659

READ CAREFULLY — to be used only with the bond specified herein

A valid original of this document must be printed on security paper with black, blue, and red ink, and must bear the seal of Contractors Bonding and Insurance Company (the "Company"). Only an unaltered original of this power of attorney is valid. If a photocopy, the word "VOID" should appear clearly in one or more places. This Power of Attorney is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, provided the bond is of the type indicated below, and is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: RICHARD M. LARGE, JR. and MARTHA L. GRAY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company: (1) any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, furthermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number bid bond

Signed and sealed this 18th day of March 2003.

Robert M. Ogle
Robert M. Ogle, Secretary

Not Valid
Unless Seal
Affixed

CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (206) 382-9623 FAX

BoalPOA.C4-US101700

BID NUMBER: ITB/DM-02/03-87

OPENING DATE: MARCH 18, 2003 @ 2:30PM



Florida Department of Agriculture and Consumer Services
Bureau of General Services

REFERENCES

CHARLES H. BRONSON
COMMISSIONER

As per the requirements of bid special condition References, each bidder is required to submit the names, addresses, and telephone numbers for the required three (3) references. References shall be listed below.

In order for your bid to be considered responsive this form must be completed and included in your bid package.

1. CLIENT NAME: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
MAILING ADDRESS: 3540 THOMASVILLE ROAD
CITY: TALLAHASSEE STATE: FL ZIP: 32309
TELEPHONE NUMBER: (850) 488-5372 ATTN: HUGH McARTHUR

2. CLIENT NAME: ORANGE COUNTY DEPARTMENT OF CAPITAL PROJECTS
MAILING ADDRESS: 400 E. SOUTH STREET
CITY: ORLANDO STATE: FL ZIP: 32801
TELEPHONE NUMBER: (407) 836-8311 ATTN: JODY STRICKLAND

3. CLIENT NAME: PRINCETON HOUSE CHARTER SCHOOL
MAILING ADDRESS: 720 W. PRINCETON STREET
CITY: ORLANDO STATE: FL ZIP: 32804
TELEPHONE NUMBER: (407) 245-7550 ATTN: CAROL TUCKER

DACS-01222 05/01

BID NUMBER: ITB/DM-02/03-87

OPENING DATE: MARCH 18, 2003 @ 2:30PM



Florida Department of Agriculture and Consumer Services
Bureau of General Services

LIST OF SUBCONTRACTORS

CHARLES W. BRONSON
COMMISSIONER

Listed below are the names, addresses and telephone numbers of any/all subcontractors that will perform work related to this contract.

NAME: Podon Plumbing
MAILING ADDRESS: 600 Edge M-J
CITY: Orlando, STATE: FL ZIP: _____
TELEPHONE NUMBER: (407) 578 9553

NAME: Control Seat
MAILING ADDRESS: 2172 Rest Rd
CITY: Apopka, STATE: FL ZIP: _____
TELEPHONE NUMBER: (407) 814 8700

NAME: ~~XXXXXXXXXX~~ ^{usm} MJ Battella Industries
MAILING ADDRESS: ~~XXXXXXXXXX~~ 732 Raleigh
CITY: Deltona, STATE: FL ZIP: _____
TELEPHONE NUMBER: (407) 353 2119

NAME: Smith Brothers
MAILING ADDRESS: 55 E Ln St
CITY: Apopka, STATE: _____ ZIP: _____
TELEPHONE NUMBER: (407) 884 8585

DACS-01221 05/01

BID NUMBER: ITB/DM-02/03-87

OPENING DATE: MARCH 18, 2003 @ 2:30PM



Florida Department of Agriculture and Consumer Services
Bureau of General Services

CERTIFICATION OF SITE VISITATION

CHARLES H. BRONSON
COMMISSIONER

FOR: BID NUMBER: ITB/DM-02/03-87
 TITLE: CONSTRUCTION AT SANFORD FARMERS MARKET
 LOCATION: SANFORD FARMERS MARKET
 OPENING DATE: MARCH 18, 2003 @ 2:30PM

This certifies that Ken McNary
(NAME)

representing ASLAND McNary Construction, Inc
(COMPANY NAME)

has visited property site on 3/4/03
(DATE)

in order for a bid to be considered, this CERTIFICATION must be completed and included in your bid package.

Department of Agriculture and Consumer Services

Department Representative: DW Dennis
(SIGNATURE)

Sr. Clerk
(TITLE)

DACS-01067 3/01

BID NUMBER: ITB/DM-02/03-87

OPENING DATE: MARCH 18, 2003 @ 2:30PM

BID PRICE SHEET

BASE BID AND ALTERNATES 1 THRU 4 SUBJECT TO EVALUATION AND AWARD BY DOACS

<u>DESCRIPTION</u>	<u>TOTAL PRICE</u>
<u>BASE BID</u>	
FURNISH ALL LABOR AND MATERIALS NECESSARY FOR CONSTRUCTION OF FARMERS MARKET BUILDING AS SPECIFIED HEREIN.	\$ <u>275,300</u>
ALTERNATE NO. 1	(\$ <u>500</u>)
ALTERNATE NO. 2	(\$ <u>9,900</u>)
ALTERNATE NO. 3	(\$ <u>24,800</u>)
ALTERNATE NO. 4	(\$ <u>7,200.</u>)

By affixing signature to this BID PRICE SHEET, bidder acknowledges reading and agrees to accept all terms, provision, and conditions in this Invitation to Bid.

VENDOR NAME: WILLIAM R McNARY CONSTRUCTION INC

SIGNATURE (MANUAL): William R McNary

SIGNATURE (PRINTED): William R McNary Pres

ADDRESS: POB 608003 Orlando FL 32860

*** Please submit: two (2) copies of all bid documents, including Bid Price Sheet.***

WE ACKNOWLEDGE ADDENDIUM: NO 1. 3-12-03
NO 2. 3-17-03

WE INCLUDE PERMIT FEES.

WE DO NOT include IMPACT FEES.

ADD FOR IMPACT FEES \$27,374.11

SEMINOLE COUNTY ROAD IMPACT \$ 25,146.88 SEWER & WATER \$ 610
CITY OF SANFORD FIRE \$ 210.74 POLICE \$ 1,345.15 RADON \$ 61.14

BID NUMBER: ITB/DM-02/03-87

OPENING DATE: MARCH 18, 2003 @ 2:30PM

ALTERNATES 5 THRU 18 SUBJECT TO EVALUATION AND AWARD BY CRA

ALTERNATE NO. 5)

(S) Standing Seam #1,700
Pop Rivet
(S) Standing Seam
Pop Rivet #4,200

ALTERNATE NO. 6)

(S) 5,200

ALTERNATE NO. 7)

(S) 9,300

ALTERNATE NO. 8)

(S) 2,600

ALTERNATE NO. 9)

(S) DEDUCT 2,500

ALTERNATE NO. 10)

(S) 29,500

ALTERNATE NO. 11)

(S) 13,000

ALTERNATE NO. 12)

A - THE TOTAL 32,200
(S) B - UNIT PRICE \$1,349/EA

ALTERNATE NO. 13)

(S) 4,300

ALTERNATE No. 14)

(S) 27,800

ALTERNATE NO. 15)

(S) 5,300

ALTERNATE NO. 16)

(S) 13,000

ALTERNATE NO. 17)

(S) 3,000

ALTERNATE NO. 18)

(S) 2,840/EA

By affixing signature to this BID PRICE SHEET, bidder acknowledges reading and agrees to accept all terms, provision, and conditions in this Invitation to Bid.

VENDOR NAME: AASTARRA Mc NARY CONSTRUCTION INC

SIGNATURE (MANUAL): William R Mc Nary

SIGNATURE (PRINTED): William R Mc NARY Pres

ADDRESS: POB 608003 Orlando FL 32860

*** Please submit two (2) copies of all bid documents, including Bid Price Sheet.***

BID NUMBER: ITB/DM-02/03-87

OPENING DATE: MARCH 18, 2003 @ 2:30PM



ATTACHMENT A
 Florida Department of Agriculture and Consumer Services
 Bureau of General Services

**MINORITY BUSINESS ENTERPRISES (MBE)
 UTILIZATION SUMMARY**

BOB CRAWFORD
 COMMISSIONER

Prime Contractor: AACRADD McNARY CONSTRUCTION INC
 State Project No. ITB/DM - 02/03-87
 Base Bid \$ 275,300 MBE Goal 10 % equals \$ 27,530

Certified MBE Subcontractors Name and Address	Trade	Telephone No.	Dollar Amount
<u>Smart Brothers</u>	<u>Site Prep</u>	<u>881-8585</u>	<u>27,485</u>

Total Dollar Amount Achieved for MBE Goal \$ 27,485

MBE Percentage of Base Bid Achieved 10 % (Percentage may be rounded to the nearest tenth %)

NOTE: If the Utilization Summary Form does not indicate that the goal has been met, then the prime contractor must dispatch for overnight delivery to the Department all documentation of good faith effort not later than two working days after notification that the goal has not been met.

Certified True and Correct by Wade McNary pres. 3-17-03
 Contractor's Name Title Date

FOR USE BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ONLY		
Goal Achieved \$ _____	% of Base Bid _____	Reviewed By _____
If the goal is not attained, Good Faith Effort was reviewed:		
Date: _____	APPROVED _____	DISAPPROVED _____
Signature _____	Signature _____	Signature _____

DACS-01216 10:00

AC# 0469491

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ#L02062701390

DATE	BATCH NUMBER	LICENSE NBR
06/27/2002	01114937B	CGC044516

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2004

AAGAARD, DAVID EUGENE
AAGAARD MC NARY CONSTRUCTION INC
6239 EDGEWATER DRIVE
ORLANDO FL 32860

JEB BUSH
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KIM BINKLEY-SEYER
SECRETARY

Memorandum of Understanding

US 17-92 Community Redevelopment Agency and the Florida Department of Agriculture and Consumer Services

“Public Farmers’ Market and Associated Site Improvements”

WHEREAS, Seminole County has identified the economically blighted area(s) along and around the US 17-92 corridor as a Community Redevelopment Area as authorized by Florida Statute Chapter 163; and

WHEREAS, Seminole County has established the US 17-92 Community Redevelopment Agency in accordance with the Community Redevelopment Act of 1969, Chapter 163 Part III Florida Statutes, in recognition of the need to address, prevent and eliminate blighted conditions within the community; and

WHEREAS, the US 17-92 Community Redevelopment Agency includes representation from the participating municipalities of Sanford, Casselberry, Lake Mary and Winter Springs as well as representation from Seminole County whose members comprise the US 17-92 Redevelopment Planning Agency; and

WHEREAS, the US 17-92 Redevelopment Planning Agency is empowered to review redevelopment projects, programs, opportunities and provide recommendations to the US 17-92 Community Redevelopment Agency as authorized by the Multiparty Interlocal Agreement Establishing the US 17-92 Redevelopment Planning Agency; and

WHEREAS, the US 17-92 Community Redevelopment Agency is authorized to undertake and carry out community redevelopment projects and related activities in accordance with Florida Statutes Section 163.370; and

WHEREAS, the US 17-92 Community Redevelopment Agency has identified the need to eliminate blight conditions, increase commercial activity, improve pedestrian safety and provide job opportunities for area residents in the adopted US 17-92 Corridor Redevelopment Plan; and

WHEREAS, the US 17-92 Redevelopment Planning Agency, at its November 22, 2002 public meeting, has unanimously approved a specific project, participation in the construction of a Public Farmers’ Market facility and associated site improvements in Sanford, for inclusion in its FY 02/03 Activity Program for approval by the US 17-92 Community Redevelopment Agency; and

WHEREAS, the US 17-92 Community Redevelopment Agency, at its December 10, 2002 public meeting, has approved the US 17-92 Community Redevelopment Agency’s financial participation in the construction of a Public Farmers’

Market facility and associated site improvements in Sanford, as part of the Fiscal Year 2002/2003 Activity Program; and

WHEREAS, the US 17-92 Community Redevelopment Agency has entered into this Memorandum of Understanding with the Florida Department of Agriculture and Consumer Services (DOACS) in order to further implement the Public Farmers' Market and associated site improvements project and to further implement the adopted US 17-92 Corridor Redevelopment Plan;

NOW, THEREFORE, BE IT UNDERSTOOD BY THE US 17-92 COMMUNITY REDEVELOPMENT AGENCY AND THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, THAT THE UNDERSIGNED HEREBY ACKNOWLEDGE AND ATTEST TO THE FOLLOWING ITEMS:

Covenants of the US 17-92 Community Redevelopment Agency,

-The US 17-92 Community Redevelopment Agency, having considered a recommendation from the US 17-92 Redevelopment Planning Agency, has approved the US 17-92 Community Redevelopment Agency's financial participation in the Public Farmers' Market and associated site improvements project, as part of the Fiscal Year 2002/2003 Activity Plan and has authorized said financial participation from the US 17-92 Redevelopment Trust Fund;

-Upon execution of this Memorandum of Understanding, the US 17-92 Community Redevelopment Agency will make available funds totaling \$176,153 (One Hundred Seventy Six Thousand One Hundred and Fifty Three Dollars) after October 1, 2002, to the Contractor determined in accordance with the Invitation To Bid, in order to offset certain site improvements and facility construction costs more specifically described in Exhibit A to this Memorandum;

-Payments to the Contractor will be released within 30 (thirty) days based upon the receipt of formal written requests from the Contractor containing actual invoices submitted by the Contractor and approved by the DOACS and the US 17-92 CRA Coordinator;

-The US 17-92 Community Redevelopment Agency has the authority to deny the release of CRA funds to the Contractor in the event the formal written request(s) from the Contractor does not contain actual invoices authorized by the DOACS for the construction of the improvements associated with the facility and site enhancements more specifically described in Exhibit A to this Memorandum;

-The US 17-92 Community Redevelopment Agency has the authority to request reimbursement of any and all awarded CRA funds from the Contractor if the covenants in this document are not satisfied or honored in good faith.

Covenants of the Florida Department of Agriculture and Consumer Services (DOACS)

-The Florida Department of Agriculture and Consumer Services (DOACS) will initiate an Invitation to Bid process in cooperation with the US 17-92 Community Redevelopment Agency for the selection of a Contractor to build or cause to have built a Public Farmers' Market Facility and associated site improvements, upon the front portion of the State Farmers' Market parcel fronting the US 17-92 Corridor in Sanford, Florida;

-The final construction of the Public Farmers' Market facility and associated site improvements shall include, but not be limited to, the itemized list of specific building enhancements and associated site improvements more specifically described and incorporated herein as Exhibit A to this Memorandum;

-The final design of the Public Farmers' Market facility, a Southern Pole Barn style structure, and associated site enhancements will be based on the general dimensions, descriptions, and visual rendering attached as Exhibit B to this Memorandum;

-The final construction of the Public Farmers' Market facility and associated site enhancements shall be in accordance with the design and construction details specifically described in the 100% complete Construction drawings utilized and incorporated into the Invitation to Bid documents;

-The design, appearance, landscaping and site development, and construction of the Public Farmers' Market and associated site enhancements in Sanford will be consistent with the proposed US 17-92 Gateway Corridor Overlay Standards Classification;

-The construction of the Public Farmers' Market Facility and associated site enhancements in Sanford will begin on or before March 15, 2003 and be completed as evidenced by the issuance of a Certificate of Occupancy on or before October 1, 2003;

Covenants related to funding provided by the US 17-92 Community Redevelopment Agency

- A contract will be executed between the US 17-92 Community Redevelopment Agency and the Contractor for those costs associated with the installation of the Sanford Public Farmers' Market facility and associated site enhancements more specifically described and incorporated herein as Exhibit A; provided however, in the event that the US 17-92 CRA proposed contract is unacceptable to the Contractor, then the US 17-92 CRA may reject the Contractor and bid the installation and site enhancements as described in Exhibit A, selecting and contracting with its own contractor. A separate contract will be


executed between the DOACS and the Contractor for all other costs of the Project as authorized by the DOACS.

-Funds made available through the US 17-92 Community Redevelopment Agency and disbursed to the Contractor(s) may only be used to offset costs associated with the installation of the Sanford Public Farmers' Market facility and associated site enhancements more specifically described and incorporated herein as Exhibit A;

THE UNDERSIGNED DO HEREBY ATTEST TO THIS MEMORANDUM OF UNDERSTANDING AND AFFIX THEIR SIGNATURES:

ATTEST:

US 17-92 COMMUNITY REDEVELOPMENT AGENCY



2-12-03

Commissioner McLain
Chairman

DATE

**FLORIDA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES (DOACS)**



February 7, 2003

Mike Gresham
Director of Division of Administration

DATE

Exhibit A

Enhancements	Costs	Notes
Removal of existing asphalt and installation of landscape buffer	\$5,000	Not required for building construction and is an enhancement to the project.
Relocate overhead utilities	\$3,000	Not required for building construction. However, relocation of overhead lines will enhance overall appearance.
Remove and relocate signage	\$1,000	Not required for building construction. However, enhances visual appearance of facility. Allows utilization of proposed US 17-92 Aesthetic Design Guidelines.
Curb Cuts (Removal and install FDOT Curbing and walk)	\$4,500	Not required for building construction. However, removal of curb cuts and installation of walkways are visual and appearance enhancements.
Landscaping Assumes 24 6" caliper Shumard Oaks	\$28,800	Not required for building construction. However enhances visual appearance of site and allows utilization of proposed US 17-92 Aesthetic Design Guidelines.
Irrigation	\$7,500	Not required for building construction.
Security Lighting 2 hockey puck pole lights	\$6,500	Not required for building construction.
3 Cupolas with spires on Roof Galvanized purlins and girts	\$7,500 \$10,000	Neither item is required for building construction. Cupolas are an added architectural feature that enhance appearance. Galvanized purlins and girts will prevent corrosion and associated staining.
Decorative Steel Brackets	\$1,000	Not required for building construction. However, decorative brackets are an architectural and appearance enhancement.
Seafood Broker Enclosure	\$10,000	Not required for building construction. However, this enclosed area will provide roughed-in plumbing and electrical conduits to accommodate the <u>installation by tenant</u> of coolers, display cases and ice machines.
Concrete walkways around the perimeter of the facility/building	\$12,000	Not required of building construction. However, walkways around facility will provide a dry path (if raining) around perimeter of building and will allow customer access to the back of vendor stalls.

Planters, benches and additional landscaping	\$10,000	Not required of building construction. However, planters and benches located at walkways and common areas surrounding facility to enhance pedestrian experience.
Metal Halide lights to be used instead of basic Fluorescent lighting for overhead lighting of facility	\$700	Not required of building construction. However, upgrades proposed basic lighting system. Provides brighter, more natural colored light than standard fluorescents.
Paved and Striped crosswalks	\$15,000	Not required of building construction. However, decorative stamped concrete or brick crosswalks enhance pedestrian experience.
Gateway	\$5,000	Not required for building construction. However, entryway / gateway at the north end of the structure (as shown in rendering) will enhance visual appeal of site.
Flag Pole Pavilion	\$15,000	Not required of building construction. However, public spaces, and areas where people can congregate at the Market enhance pedestrian experience.
Flag Pole and Walkway	\$2,500	Not required of building construction. However, public spaces, and areas where people can congregate at the Market enhance pedestrian experience.
Contingency and OH&P	\$31,153	Contingency and Contractor OH&P

Exhibit B

Visual rendering of Public Farmers' Market and associated site enhancements:

