18. Award CC-1202-03/BJC – Bookertown, Midway and Winwood Sidewalk Construction Projects, to Brown Brothers Concrete, Inc., Jacksonville ($424,255.53).

CC-1202-03/BJC will provide for all labor, materials, equipment, coordination and incidentals necessary to construct approximately 1.20 miles of sidewalk in Midway, 1.20 miles of sidewalk in Bookertown and 1.02 miles of sidewalk in Winwood, including but not limited to connecting existing sidewalks and driveways to proposed sidewalks and driveway aprons within the county right-of-way.

This project was publicly advertised and the County received ten (10) responses. The Review Committee, which consisted of Rob Heenan, Principal Coordinator; Becky Heckters, Sr. Technician and Jaquie Laracuente, DRC Construction Inspection Team, evaluated the submittals. Consideration was given to the firm's qualifications, experience and cost of the project.

The Review Committee recommends award of the contract to the lowest responsible, responsive Bidder, Brown Brothers Concrete, Inc., Jacksonville, in the amount of $424,255.53. The completion time for this project is one hundred eighty (180) calendar days from the issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account number 110922-56063000 (Block Grant, Improvements Other than Buildings). Planning and Development/CDBG and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the scope of services in the Bid Documents.

B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET

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-1202-03/BJC
BID TITLE: Bookertown, Midway and Winwood Sidewalk Construction Project
OPENING DATE: March 12, 2003, 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	Brown Brothers Concrete Inc. 4151 Highway Ave. Jacksonville, FL 32254 904 387-3464 ph 904 387-6499 fx Keith Brown, President	Bimini Grassing, Inc. 2445 CR 2006 Bunnell, FL 32110 386 437-2918 ph 386 437-2756 fx Connie Baylor, Director	Gibbs & Register, Inc. 438 N. Dillard St. Winter Garden, FL 34787 407 654-6133 ph 407 654-6134 fx John W. Gibbs, President	GDR Engineering, Inc. 309 Alston Dr. Orlando, FL 32835 407 294-2149 ph 407 294-7979 fx B. Fred Gocool, PE President
TOTAL AMOUNT OF BID	**$424,255.53**	**$447,569.00**	**452,000.00**	**$476,330.00**
Addenda (total of 2)	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

Posted: 03/13/2003
Recommendation of Award:
BCC for award: (Posted)

B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET

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-1202-03/BJC
BID TITLE: Bookertown, Midway and Winwood Sidewalk Construction Project
OPENING DATE: March 12, 2003, 2:00 P.M.

ITEM DESCRIPTION	Response 5	Response 6	Response 7	Response 8
	Central Florida Environmental 740 Fl. Central Pkwy. #2032 Longwood, FL 32750 407 834-6115 ph 407 834-6391 fx David E. Stallowy, President	Superior Asphalt of Cent. Fl. PO Box 1257 444 S. Rossiter St. Mt. Dora, FL 32756 352 383-2889 ph 352 383-6112 fx Howard H. Hewitt, President	APEC, Inc. 5748 Old Winter Garden Rd. Orlando, FL 32835 407 522-0530 ph 407 523-8332 fx Majid Fouladi, President	Cathcart Contracting Co. 1757 West Broadway St. #3 Oviedo, FL 32765 407 366-1022 ph 407 977-8349 fx John Cathcart, President
TOTAL AMOUNT OF BID	**$628,652.50**	**$663,472.00**	**$683,488.00**	**$698,230.00**
Addenda (total of 2)	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET

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-1202-03/BJC
BID TITLE: Bookertown, Midway and Winwood Sidewalk Construction Project
OPENING DATE: March 12, 2003, 2:00 P.M.

ITEM DESCRIPTION	Response 9	Response 10		
	P.L.A.N. Estimating Services 26 Coolidge Ct. Palm Coast, FL 32137 386 446-1875 ph 386 446-2363 fx Angela Gaaci, President	RKT Constructors, Inc. 5220 SW Ashington Ave. Titusville, FL 32780 321 267-2207 ph 321 267-2211 fx Robi Roberts, President		
TOTAL AMOUNT OF BID	**757,775.00**	**$895,120.00**		
Addenda (total of 2)	Yes	No		
Bid Bond	Yes	Yes		
Trench Safety Act	Yes	Yes		
Bidder Information Form	Yes	Yes		
Experience of Bidder	Yes	Yes		
Non-Collusion Affidavit	Yes	Yes		
Certificate of Nonsegregated Facility	Yes	Yes		

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of_____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, 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. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CC-1202-03/BJC – BOOKERTOWN, MIDWAY, AND WINWOOD SIDEWALK CONSTRUCTION PROJECTS.

The Project for which the Work under the Contract Documents is a part is generally described as follows:

CC-1202-03/BJC – BOOKERTOWN, MIDWAY, AND WINDWOOD SIDEWALK CONSTRUCTION PROJECTS.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Ivey Harris & Walls, Inc., 631 South Orlando Avenue, Suite 200, Winter Park, Florida 32789.

(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 Ivey Harris & Walls, Inc., 631 South Orlando Avenue, Suite 200, Winter Park, Florida 32789.

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 ONE HUNDRED FIFTY (150) 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 _____ DOLLARS ($_____) 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, re-locations (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: _____ 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 two (2) 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 specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within two (2) 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 HUNDRED FIFTY AND 00/100 DOLLARS ($250) 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, moneys that may become due and moneys 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) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. 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 SEMINOLE COUNTY:

Planning & Development, CDBG
Principal Coordinator
1101 E. 1st Street
Sanford, FL 32771

FOR CONTRACTOR:

CONTRACTOR's Superintendent
_____
_____
_____

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 material 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:

_____
, Secretary

(Corporate Seal)

ATTEST:

_____

Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance of
Seminole County only. Approved
As to form and legal sufficiency.

_____
County Attorney

__/__
__/__/__

_____

By:_____
, President

Date:_____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
, Chairman

Date: _____

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

PERFORMANCE BOND
(100% of Contract Price)
Seminole County Contract No. **CC-1202-03/BJC**

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of _____ DOLLARS, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

Seminole County's Telephone Number: _____(407) 665-7116_____
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the _____ day of_____, 20___, a copy of which is hereto attached and made a part hereof for the construction of: CC-1202-03/BJC.

Legal description of the property:. Location of all sidewalks are based upon the occupied right-of-way as shown on the location survey provide by Southeastern Surveying and Mapping Corp. for Bookertown, Midway, and Windwood.

General description of the Work: The Contractor is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all construction activities including but not limited to connecting existing sidewalks and driveways to proposed sidewalks and driveway aprons within the county right of way only.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that COUNTY sustains resulting directly or indirectly from any breach or default by Principal under the Agreement, and

3. Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the COUNTY from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Agreement and the Contract Documents of which the Agreement is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the COUNTY for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the COUNTY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without the Surety's knowledge or consent (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or

Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the pricipal shall be an automatic default under the Agreement.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20_____.

ATTEST:

By_____
(Principal) Secretary

Name_____
(Type)

(Corporate Seal)

_____
Witness to Principal

Name_____
(Type)

_____
Witness to Principal
Name_____
(Type)

_____
Principal (Contractor)

By_____

Name_____
(Type)
Title_____

Address_____

City/State/Zip_____

ATTEST:

By_____
(Surety) Secretary

Name_____
(Type)

(Corporate Seal)

_____
Witness as to Surety

Name_____
(Type)

_____
Witness as to Surety

Name_____
(Type)

_____
Surety

Phone No. _____
Fax No. _____

By_____
Attorney-in-fact

Name_____
(Type)

Address_____

City/State/Zip_____
Phone No. _____
Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

PAYMENT BOND

(100% of Contract Price)
Seminole County Contract Number: **CC-1202-03/BJC**

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a_____, hereinafter after called (Corporation, Partnership, or Individual)

Principal, and_____)
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

herein called Surety, are held and firmly bound unto_____ SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY", in the sum of _____ DOLLARS, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Seminole County's Telephone Number: _____(407) 665-7116_____

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the _____day of _____, 20____, and made a part hereof the construction of: CC-1202-03/BJC.

Legal description of the property:. Location of all sidewalks are based upon the occupied right-of-way as shown on the location survey provide by Southeastern Surveying and Mapping Corp. for Bookertown, Midway, and Windwood.

General description of the Work: The Contractor is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all construction activities including but not limited to connecting existing sidewalks and driveways to proposed sidewalks and driveway aprons within the county right of way only.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3. This Bond is conditioned that the CONTRACTOR shall promptly make payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Woek provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall, within forty-five (45) days after beginning to furnish labor, Materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the Materials or supplies, or, with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the nonpayment. No action for the labor, Materials or supplies may be instituted against the CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the Materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this _____ day _____ of_____, 20_____.

ATTEST:

By_____
(Principal) Secretary

Name_____
(Type)

(Corporate Seal)

_____
Witness to Principal

Name_____
(Type)

_____
Witness to Principal

Name_____
(Type)

_____
Principal

By_____

Name_____
(Type)

Title_____

Address_____

City/State/Zip_____

ATTEST:

By_____
(Surety) Secretary

Name_____
(Type)

(Corporate Seal)

_____
Witness as to Surety

Name_____
(Type)

_____
Witness as to Surety

Name_____
(Type)

_____
Surety

Phone No._____

Fax No. _____

By_____
Attorney-in-fact

Name_____
(Type)

Address_____

City/State/Zip_____

Phone No. _____

Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

MATERIAL AND WORKMANSHIP BOND
(10% of Final Contract Price)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____, hereinafter referred to a "Principal" and _____, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents $_____ for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1202-03/BJC – Bookertown, Midway, and Winwood Sidewalk Construction Projects; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated _____, 20____, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this _____ day of _____, 20____.

Address:

_____

_____

_____

_____ (SEAL)
Principal

By:_____Its:_____
(If a Corporation)

ATTEST:_____Its:_____
(If a Corporation)

Address:

_____

_____

_____

_____ (SEAL)
Surety

By:_____
Its Attorney-in-Fact

Phone No._____

Fax No. _____

ATTEST:_____

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

F 16

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: **BOOKERTOWN, MIDWAY, AND WINWOOD SIDEWALK CONSTURCTION PROJECTS**

CONTRACT NO. **CC-1202-03/BJC**

Name of Bidder: BROWN BROTHERS CONCRETE INC.

Mailing Address: 4151 HIGHWAY AVENUE JACKSONVILLE, FLORIDA 32254

Street Address: 4151 HIGHWAY AVENUE

City/State/Zip: JACKSONVILLE, FLORIDA 32254

Phone Number: (904) 387-3464

FAX Number: (904) 387-6499

Contractor License Number: See exhibit b

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 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.

2002-2003 OCCUPATIONAL LICENSE TAX

LYNWOOD ROBERTS

EXHIBIT B

18

OFFICE OF THE TAX COLLECTOR

CITY OF JACKSONVILLE and/or COUNTY OF DUVAL, FLORIDA

231 EAST FORSYTH STREET ROOM 130, JACKSONVILLE, FL 32202 PHONE: (904)630-2080 FAX: (904)630-1432

Note - A penalty is imposed for failure to keep this license exhibited conspicuously at your establishment or place of business.
This license is furnished in pursuance of chapter 770-772 City ordinance codes.

BROWN BROTHERS CONCRETE INC 01
NATHANIEL BROWN JR &
KEITH A BROWN
6407 HUGHES ST
JACKSONVILLE, FL 32219-3056

ACCOUNT NUMBER: 129535-0000-7

LOCATION ADDRESS: 4151 HIGHWAY AV
32254-4117

DESCRIPTION: CONTRACTOR, ALL TYPES

County License Code:	770.307-001	County Tax:	$11.25
Municipal License Code:	772.309	Municipal Tax:	$36.25
		Total Tax Paid:	$47.50

VALID FROM OCTOBER 1, 2002 TO SEPTEMBER 30, 2003

RCPT# : 001/63/9295/0039/10292002 DATE: 10/28/2002 AMT: $47.50

ATTENTION

The Following Construction Contractors Require Additional Licensure

ALARM	POOL	ALUMINUM/VINYL
RESIDENTIAL	BUILDING	ROOFING
ELECTRICAL	SHEET METAL	SOLAR
MECHANICAL	PLUMBING	IRRIGATION
GENERAL	CARPENTRY	WATER TREATMENT
UNDERGROUND UTILITY	HEATING	AIR CONDITIONING
REFRIGERATION		

This is an occupational license tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the County or City. Nor does it exempt the licensee from any other license or permit required by law. This is not a certification of the licensee's qualification.

Lynwood Roberts

TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION

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.

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:

COMBINED TOTAL BID FOR BOOKERTOWN, MIDWAY AND WINNWOOD SIDEWALK CONSTRUCTION PROJECTS: $424,255.53

Numbers

Four Hundred Twenty-Four Thousand Two Hundred Fifty-Five Dollars and Fifty-Three Cents

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of $250.00 or 1% of the Bid whichever is greater, 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 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 11 day of March, 20 03.

BROWN BROTHERS CONCRETE INC.
(Name of BIDDER)

(Signature of person signing this BID FORM)

Keith Brown
(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

Bookertown Sidewalk Project

PROJECT BID ITEMS

Pay Item No.	Units	Quantity	Item Description	Unit Cost (Written in Numbers)	Total Cost (Written in Numbers)
101-1-	LS	1	**MOBILIZATION**	One Thousand nine hundred eighty dollars	$1,980.00
102-1-	LS	1	**MAINTENANCE OF TRAFFIC**	Two Thousand one hundred sixty dollars	$2,160.00
110-1-1	LS	1	**CLEARING AND GRUBBING**	Six Thousand Seventy two dollars & Sixty-six Cents	$6,072.66
350-2-01	SY	600	**CONCRETE DRIVEWAY APRONS (6")**	Twenty Two Dollars sixty cents	$13,560.00
522-1-	SY	2,780	**CONCRETE SIDEWALK (4")**	Seventeen dollars forty-six cents	$48,538.80
522-2-	SY	200	**CONCRETE SIDEWALK (6")**	Twenty two dollars Sixty cents	$4,520.00
520-3	LF	4,850	**CONCRETE MIAMI CURBING**	Ten Dollars & Forty-Five Cents	$50,682.50
575-1-001	SY	3,340	**SODDING**	Two Dollars & Sixty-five cents	$8,851.00
1080100-09	EA	10	**RELOCATE AND REPLACE WATER METER BOXES**	One Hundred Sixty dollars	$1,600.00

	LS	1	**ADJUST OTHER UTILITIES**	One Thousand Eight Hundred	$1,800.00
700-46-21	EA	10	**RELOCATE TRAFFIC SIGNS W/ NEW POSTS**	Fifty Four Dollars	$540.00
707-3	LS	1	**PAVEMENT STRIPING (CROSSWALKS)**	One Thousand One Hundred Fifty two dollars	$1,152.00
	LS	1	**UTILITY COORDINATION**	One Thousand Four hundred forty dollars	$1,440.00
	LS	1	**LAYOUT SURVEY**	Two Thousand Seven Hundred dollars	$2,700.00
	LS	1	**EROSION & SEDIMENT CONTROL AT INLETS**	Seven Hundred Twenty Dollars	$720.00
430984123	EA	1	**CONSTRUCT 15" CONC. MITERED END SECTION**	Five Hundred Dollar	$500.00
430174123	LF	1	**EXTEND 15" CMP CULVERT TO NEW MES**	Five Hundred Dollar	$500.00
	LS	1	**CLEAN UP AND DEMOBILIZATION**	Nine Hundred dollar	$900.00
	LS	1	**PERFORMANCE BOND**	Two Thousand Nine Hundred Sixty-four Dollars&Thirty-four	$2,964.34 cents
BOOKERTOWN TOTAL PROJECT BID PRICE =				One Hundred Fifty One Thousand One Hundred Eighty-One Dollars & Thirty Cents	

BID FORM

Midway Sidewalk Project

PROJECT BID ITEMS

Pay Item No.	Unit	Quantity	Item Description	Unit Cost (Written in Numbers)	Total Cost (Written in Numbers)
101-1-	LS	1	MOBILIZATION	One Thousand Three Hundred Seventy five dollars	$1,375.00
102-1-	LS	1	MAINTENANCE OF TRAFFIC	One Thousand Five Hundred Dollars	$1,500.00
110-1-1	LS	1	CLEARING AND GRUBBING	Four Thousand Two Hundred Seventeen dollars&thirteen cents	$4,217.13
	EA	8	RELOCATE NDCBU MAILBOXES FOR TEMP. USE	One Hundred Dollars	$800.00
	EA	8	CONSTRUCT NEW NDCBU MAILBOX SLABS	One Hundred Dollars	$800.00
350-2-01	SY	400	CONCRETE DRIVEWAY APRONS (6")	Twenty-two dollars & sixty cents	$9,040.00
522-1-	SY	3,360	CONCRETE SIDEWALK (4")	Seventeen Dollars forty six cents	$58665.60
522-2-	SY	140	CONCRETE SIDEWALK (6")	Twenty-two dollars sixty cents	$3,164.00

520-3	LF	1,800	CONCRETE MIAMI CUBING	Ten Dollars & Forty-five cents	$18,810.00
575-1-001	SY	3,000	SODDING	Two Dollars & sixty-five cents	$7950.00
1080100-09	EA	3	RELOCATE AND REPLACE WATER METER BOXES	One Hundred & Sixty Dollars	$480.00
	LS	1	ADJUST OTHER UTILITIES	One Thousand Two Hundred fifty dollars	$1,250.00
550-2-6	LF	40	RELOCATE AND REPLACE EXISTING FENCES	Twenty Five Dollars	$1000.00
700-46-21	EA	12	RELOCATE TRAFFIC SIGNS W/ NEW POSTS	Fifty-four dollars	$648.00
430984121	EA	1	CONSTRUCT SINGLE 12" CONC. MITERED END SECTION	Five Hundred dollar	$500.00
430174121	LF	20	EXTEND 12" CMP CULVERT TO NEW MES	Three Hundred dollar	$300.00
580-327-002	EA	1	RELOCATE PLANTS	One Thousand dollars	$1000.00
707-3	LS	1	PAVEMENT STRIPING (CROSSWALKS)	Eight Hundred dollar	$800.00
700-40-1	EA	1	INSTALL SIGN (SIDEWALK ENDS)	One Thousand dollar	$1000.00
	LS	1	UTILITY COORDINATION	One Thousand dollar	$1000.00

	LS	1	**LAYOUT SURVEY**	One Thousand Eight Hundred Seventy Five Dollars	$1,875.00
	LS	1	**EROSION & SEDIMENT CONTROL AT INLETS**	Five Hundred Dollar	$500.00
	LS	1	**CLEAN UP AND DEMOBILIZATION**	Six Hundred twenty five dollars	$625.00
	LS	1	**PERFORMANCE BOND**	Two Thousand Three Hundred forty-five dollars and ninety-nine cents	$2,345.99
MIDWAY TOTAL PROJECT BID PRICE =				One Hundred Nineteen Thousand Six Hundred forty-Five Dollars and seventy-Two cents	

BID FORM

Winwood Sidewalk Project

PROJECT BID ITEMS					
Pay Item No.	Unit	Quantity	Item Description	Unit Cost (Written in Numbers)	Total Cost (Written in Numbers)
101-1-	LS	1	MOBILIZATION	Two Thousand One One Hundred forty-Five Dollars	$2,145.00
102-1-	LS	1	MAINTENANCE OF TRAFFIC	Two Thousand Three Hundred forty dollar	$2,340.00
110-1-1	LS	1	CLEARING AND GRUBBING		
350-2-01	SY	600	CONCRETE DRIVEWAY APRONS (6")	Twenty-two dollars & sixty cents	$13,560.00
522-1-	SY	3,310	CONCRETE SIDEWALK (4")	Seventeen dollars & forty-six cents	$57792.60
522-2-	SY	200	CONCRETE SIDEWALK (6")	Twenty-two dollars & sixty cents	$4520.00
520-3	LF	4,850	CONCRETE MIAMI CURBING	Ten dollars & forty-five cents	$50682.50
575-1-001	SY	4,000	SODDING	Two dollars & sixty-five cents	$10,600.00

1080100-09	EA	2	**RELOCATE AND REPLACE WATER METER BOXES**	One Hundred sixty dollars	$320.00
	LS	1	**ADJUST OTHER UTILITIES**	One Thousand Nine Hundred fifty dollar	$1950.00
700-46-21	EA	5	**RELOCATE TRAFFIC SIGNS W/ NEW POSTS**	Fifty four dollars	$270.00
	LS	1	**UTILITY COORDINATION**	One Thousand five hundred sixty dollar	$1560.00
	LS	1	**LAYOUT SURVEY**	Two Thousand Nine Hundred twenty-five dollars	$2925.00
	LS	1	**EROSION & SEDIMENT CONTROL AT INLETS**	Seven Hundred eighty dollars	$780.00
	LS	1	**CLEAN UP AND DEMOBILIZATION**	Nine Hundred seventy five dollars	$975.00
	LS	1	**PERFORMANCE BOND**	Three Thousand Eight Dollars & forty-one	$3.008.41 cents
WINWOOD TOTAL PROJECT BID PRICE =				One Hundred Fifty-Three Thousand Four Hundred Twenty-Eight Dollars and Fifty-One Cents	

MIDWAY SIDEWALK PROJECT - TOTAL BID PRICE:	$119,645.72
BOOKERTOWN SIDEWALK PROJECT - TOTAL BID PRICE:	$151,181.31
WINWOOD SIDEWALK PROJECT - TOTAL BID PRICE:	$153,428.51
COMBINED TOTAL OF ALL THREE PROJECTS TO BE ENTERED ON PAGE 3 OF BID FORM	$424,255.54

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
Not Applicable				

TOTAL $_____

Keith Brown
Printed Name

Keith Brown
Signature

BROWN BROTHERS CONCRETE INC.
Bidder Name

3/11/03
Date

BIDDER INFORMATION

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

Bidder Information

BROWN BROTHERS CONCRETE INC.

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
*	President	Keith Alexander Brown
	Vice-President	Fredrick Brown Reginald Brown
	Secretary	George Aten Brown
	Treasurer	Nathaniel Brown Jr.
	Resident Superintendent	George Aten Brown

Chief Executive Officer Carolyn Geniva Brown

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 BROWN BROTHERS CONCRETE INC.

The Bidder shall complete and provide the following information regarding experience within the past three years in this particular project work.

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

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #'S	CONTRACT AMOUNT
	See Exhibit A		$
			$
			$
			$
			$
			$

Do you have any similar work in progress at this time? X Yes ____No

Length of time in business: 5 Years

EXHIBIT A

BROWN BROTHERS CONCRETE INC.
MAJOR PROJECTS COMPLETED IN THE PAST FIVE YEARS
PAGE 1 OF 4

PROJECT NAME/ BRIEF DESCRIPTION	OWNER/CONTACT NAME & NUMBER	CONTRACT AMOUNT
Local Agency Program Sidewalk Project 1998 Approximately 7,950 L.F. of 5' and 6' Wide Concrete Sidewalk, Driveway Aprons and Miscellaneous Drainage Modifications	The County of Volusia, Florida 123 West Indiana Avenue Deland, Florida 32720-4608 Bill Sorg/904-736-5966	$139,965.73 Prime
1998 Deltona Sidewalk and Curbing Program Various Locations-City of Deltona Construction 6,600L.F. of 5' Wide Concrete Sidewalk 6,900L.F. of Type "A" Curb and Gutter and Drainage	The County of Volusia, Florida 123 West Indiana Avenue Deland, Florida 32720-4608 Bill Sorg/904-736-5966	$138,092.61 Prime
A1A Sidewalk/Ormond By The Sea Florida Approximately 2,500L.F. of 5' Wide, 4" and 6" Thick Concrete Sidewalk, Sodding, Handrail, and Other Components as Specified	The County of Volusia, Florida 123 West Indiana Avenue Deland, Flordia 32720-4608 Bill Sorg/904-736-5966	$46,538.74 Prime
Weeks Office Centre @ Southpoint-Phasel, Bldge."A" Project consisted of 5' Wide 4" Thick Sidewalk, Wheel Ramps, 5' Decrative Walk, 9x5 HAVC Pads, 5x5 Stair Landings, and 8" Poles	Mastec Builders, Inc. 13291-108 Vantage Way Jacksonville, Florida 32218 Kyle W Harvey/904-741-0004	$43,487.00 Subcontractor
Bill France & Dunn Avenue Sidewalk Project Furnish and Install approximately 8280 S.F. of 5' Wide 4" and 6" Concrete Sidewalk and Aluminum Handrail	City of Daytona Beach P.O. Box 2451 Daytona Beach, Florida32215 K.Dean Crutch/904-258-3171	$36,464 32 Prime

BROWN BROTHERS CONCRETE INC.
MAJOR PROJECTS COMPLETED IN THE PAST FIVE YEARS

PROJECT NAME/ BRIEF DESCRIPTION	OWNER/CONTACT NAME & NUMBER	CONTRACT AMOUNT
New Road Construction from West of US 1 To SR 9A 632 SY of 4" and 6" Thick Sidewalk and 7553 L.F. of Type "F" Curb and Gutter	Jensen Civil Construction, Inc. Post Office Box 56317 Jacksonville, Florida 32241-6317 Angie Hall/904-268--7766	$60,532.30 Subcontractor
Fuller-Warren Bridge Replacement and Roadway Approach Reconstruction on SR9(I-95) The project consist of Type "F" Curb & Gutter, 4" and 6" Thick Sidewalk, Barrier Wall, and Finished Deck Span	Balfour Beatty Construction, Inc. 999 Peachtree Street, N.E. Suite 550 Atlanta, Georgia 30309-3964 Daniel L. White/904-356-0999	$148,034.97 Subcontractor
Publixs @ Windsor Commons Finish and Install 18" City Standard Curb and Gutter, 4" Sidewalk 5' Wide, and 4" Sidewalk 4' Wide	Jensen Civil Construction, Inc. Post Office Box 56317 Jacksonville, Florida 32241-6317 Angie Hall/904-268-7766	$37,118.36 Subcontractor
Sidewalk Construction(Moody Road)From SR-20 to St. Johns Avenue	Florida Department of Transporation 105 Yelvington Road East Palatka, Florida 32131 Wayne Wilkinson/904-312-4820	$81,303.56 Prime
Rampart Road Furnish and install City Standard Curb	The Milestone Company 14165 N. Main Street Jacksonville,Florida 32218 Tammy Dix	$62,220.85 Subcontractor
Wislon Blvd. Improvements Furnish and install City Standard Curb and Gutter, 4", 5", and 6" Sidewalk, and Valley Gutter	United Brothers Development Corp. 6924 Distribution Avenue South Jacksonville, Florida 32256 Charles Blevins/262-3227	$63,627.57 Subcontractor

BROWN BROTHERS CONCRETE INC.
MAJOR PROJECTS COMPLETED IN THE PAST FIVE YEARS

PROJECT NAME/ BRIEF DESCRIPTION	OWNER/CONTACT NAME & NUMBER	CONTRACT AMOUNT
Hendricks Avenue Furnish and install Type F Curb, 4" and 6" Sidewalk Type D Curb, Special Traffic Traffic Separator, Special Curb, Valley Gutter, Curb Removal and Sidewalk Removal	The Milestone Company 14165 N. Main Street Jacksonville, Florida 32218 Jennifer Rhoden	$264,502.60 Subcontractor
Elementary School "O" Sidewalk Project Furnish and install 5' Wide Sidewalk, 4" & 6" Thick and Sodding Sidewalk 4" and 6", and Gutter Shoulder	The County of Volusia/BILL SORG 123 West Indiana Ave Deland, Florida 32720-4608	$164,313.60 Prime
Touchton @ Southside Blvd. Furnish and instal City Standard Crub & Gutter, Type A Curb & Gutter, Type I OPT II Raised Traffice Separator, Type F Curb & Gutter, and Flume	Callaway Contracting, Inc. P.O. Box 11435 Jacksonville, Florida 32239-1435 (904)751-8944	$29,667.75 Subcontractor
SR 139 State & Union 209261-1-52-01 Furnish and install Type F Curb, 4" and 6" Sidewalk 4' Type IV Traffic Seperator, and Special Traffic Separator	The Milestone Company 14165 N. Main Street Jacksonville, Florida 32218 Jennifer Rhoden	$347,138.93 Subcontractor
Kings Rd/Sherrington Furnish and install City Standard Curb and Gutter, 4" and 6" 5' Wide Sidewalk	APAC-Florida, Inc./ J.B. Coxwell 6740 Lloyd Road West Jacksonville, Florida Nan Nanny	$173,783.75 Subcontractor
Cleveland Road Phase 1-B Finish and install Curb & Gutter, and Sidewalk	APAC-Florida, Inc/J.B. Coxwell 6740 Lloyd Road West Jacksonville, Florida	$104,389.17 Subcontractor

BROWN BROTHERS CONCRETE INC.
MAJOR PROJECTS COMPLETED IN THE PAST FIVE YEARS
PAGE 4 OF 4

PROJECT NAME/ BRIEF DESCRIPTION	OWNER/CONTACT NAME & NUMBER	CONTRACT AMOUNT
SR 200 (AIA) Nassau County Finish and install Type F Curb & Gutter, and 4" and 6" Sidewalk	Callaway Contracting, Inc. 10950 New Berlin Road Jacksonville, Florida 32226 Pat Callaway904-751-5944	$83,596.55 Subcontractor
Kernan Boulevard Improvements Finish and install Type F, Type D, and City Standard Curb and Gutter; 4" Sidewalk, and Traffic Separator, Type I, 6' Wide	APAC-Florida, Inc./J.B. Coxwell 6740 Lloyd Road West Jacksonville, Florida Nan Nanny/ 904-768-1120	$260,065.39 Subcontractor
Kings Road Improvement Finish and install City Standard Curb & Gutter, 4' Sidewalks, 6' Drivways and Ditch Pavement	APAC-Florida,Inc/J.B. Coxwell 6740 Lloyd Road West Jacksonville, Florida Nan Nanny/904-768-1120	$278,578.00 Subcontractor
Bumby and HWY 50 Finish and install various curb & gutter and sidewalk	Southland Construction, Inc 172 West Fourth Street Apopka, Florida 32703 Danny Carr 407-886-4348	$292,784.00
Jacksonville Port Authority Furnish and install City Standard Curb and Gutter, 4" sidewalk and turndown curb	Vallencourt Construction Co., P.O. Box 2112 Not Bonded Orank Park Florida 32067-2112	$148,221.11 Subcontractor

NIELSON, ROSENHAUS, WOJTOWICZ, MOSHOLDER & ASSOCIATES
2500 West Lake Mary Blvd, Suite 107
Lake Mary, FL 32746
PHONE: 1-888-668-2663/(407) 330-3990
FAX: (407) 330-3949

January 31, 2003

Pat Callaway
Callaway Contracting, Inc.
FAX: 904-751-0940

Re: Brown Brothers Concrete, Inc., Jacksonville, FL

You have been given as a bond reference for the above referenced contractor. It would be greatly appreciated if you could please complete the following and fax it back to our office.

Name of Largest Contract: SR 200, NASSAU CO. FDOT

Dollar Amount of Contract: $ [illegible] +

How was their cooperation: GOOD

Quality of workmanship: GOOD

Any problems: SMALL PROBLEMS – ALL WORKED OUT

Would you work with them again: YES, WE HAVE SEVERAL TIMES

Comments: _____

Thank you for your time,

Laura D. Mosholder, AFSB, CIC, CISR
Surety Bond Specialist

NIELSON, ROSENHAUS, WOJTOWICZ, MOSHOLDER & ASSOCIATES
2500 West Lake Mary Blvd, Suite 107
Lake Mary, FL 32746
PHONE: 1-888-668-2663/(407) 330-3990
FAX: (407) 330-3949

February 25, 2003

Dave Tozlosky
Cone & Graham, Inc.
FAX: 813-620-1602

Re: Brown Brothers Concrete, Inc., Jacksonville, FL

You have been given as a bond reference for the above referenced contractor. It would be greatly appreciated if you could please complete the following and fax it back to our office.

Name of Largest Contract: sidewalk, driveway, curbwork in Apopka Fl.

Dollar Amount of Contract: $ 610,000 DO.

How was their cooperation: very good

Quality of workmanship: very good

Any problems: No

Would you work with them again: yes

Comments:

Thank you for your time.

Bill Brown
Pres.

Laura D. Mosholder, AFSB, CIC, CISR
Surety Bond Specialist

NIELSON, ROSENHAUS, WOJTOWICZ, MOSHOLDER & ASSOCIATES
2500 West Lake Mary Blvd, Suite 107
Lake Mary, FL 32746
PHONE: 1-888-668-2663/(407) 330-3990
FAX: (407) 330-3949

January ~~31, 2003~~ 2/6/03

Dan Carr
Southland Construction
FAX: 407-886-4348

Re: Brown Brothers Concrete, Inc., Jacksonville, FL

You have been given as a bond reference for the above referenced contractor. It would be greatly appreciated if you could please complete the following and fax it back to our office.

Name of Largest Contract: SR50 and Bumby

Dollar Amount of Contract: $159,697.97

How was their cooperation: Good

Quality of workmanship: Excellent

Any problems: None

Would you work with them again: Yes

Comments: Reliable subcontractor

Thank you for your time,

Laura D. Mosholder, AFSB, CIC, CISR
Surety Bond Specialist

NON-COLLUSION AFFIDAVIT OF BIDDER

State of FLORIDA)
)ss
County of DUVAL)

KEITH BROWN, being first duly sworn, deposes and says that:

(1) He is PRESIDENT, of Brown Brothers Concrete, 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: Keith Brown

Printed Name: KEITH BROWN

Title: President

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 11 day of March, 2003, by Keith Brown who is personally known to me or who has produced _____ identification.

Laletta Dawson
Print Name _____

Notary Public in and for the County and State Aforementioned

Laletta Y Dawson
My Commission DD173412
Expires December 22, 2006

My commission expires: _____

ATTACH AND INCLUDE THIS PAGE OF NON-COLLUSION AFFIDAVIT OF BIDDER AS PART OF BID FORM; FAILURE TO DO SO SHALL BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

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: 3/11/03

By: Keith Brown

Print Name: Keith Brown

Title: President

Official Address:

Brown Brothers Concrete Inc.

4151 Highway Avenue

Jacksonville, Florida 32254

(Include Zip Code)

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

NOTICE OF NO BID

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: SEMINOLE COUNTY, PURCHASING DIVISION, 1101 EAST FIRST STREET, ROOM #3208, SANFORD, FLORIDA 32771.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR BID, CC-1202-03/BJC, FOR THE FOLLOWING REASON(S):

____ Specifications are too "restrictive", i.e., geared toward one brand or manufacturer only (please explain reason below).

____ Insufficient time to respond to invitation to bid.

____ We do not offer this type of service.

____ Our schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet bond requirements.

____ Specifications unclear (please explain below).

____ Other (please specify below).

Remarks: Not applicable

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS FOR FUTURE PROJECTS.

_____
Signature and Title

_____
Typed Name and Title

_____
Company Name

_____
Address

_____ _____
Telephone Number Date

_____
Fax Number

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: BROWN BROTHERS CONCRETE INC.

Signature: Keith Brown

Printed Name: Keith Brown

Title: President

Date: 3/11/03

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 11th day of March, 2003, by Keith Brown of Brown Brothers Concrete, Inc. firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Laletta Y. Dawson

Print Name Laletta Y. Dawson
Notary Public in and for the County
and State Aforementioned

NOTARY PUBLIC STATE OF FLORIDA
Laletta Y Dawson
My Commission DD173412
Expires December 22, 2006

My commission expires: _____