

21. Award CC-1232-04/AJR– Cross Seminole Trail South – Phase I Construction Project with Central Florida Environmental Corporation of Longwood, FL. (\$1,289,949.70).

CC-1232-04/AJR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a trail facility that will include but not be limited to site preparation, asphalt trail pavement, unpaved path, landscape, park furniture, and concrete sidewalk with emphasis on highly aesthetic quality finished products.

This project was publicly advertised and the County received five responses. The Review Committee which consisted of Skip Groeneveld, Program Manager; David Martin, P.E., Engineering; and Frank Van Pelt III, P.E., Manager, evaluated the submittals. Consideration was given to bid price, qualifications and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Central Florida Environmental Corporation, Longwood, in the amount of \$1,289,949.70. The completion time for this project is 270 calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account number 077533-56067000, CIP# DI50291X. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

David Martin/Seminole
05/17/2004 10:31 AM

To Amy Rossi/Seminole@Seminole
cc Frank Van Pelt III/Seminole@Seminole, Skip
Groeneveld/Seminole@Seminole
bcc
Subject CC-1232-04/AJR Contractor Selection

Amy:

The evaluation committee has reviewed the contractor submittals and recommends:

Central Florida Environmental Corporation

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

BID NUMBER: CC-1232-04/AJR
 BID TITLE: Cross Seminole Trail South – Phase I
 OPENING DATE: May 5, 2004, 2:00 P.M.

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

PAGE: 1 of 2

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Central Florida Environmental Corporation 740 Florida Central Parkway Longwood, Florida 32750 David E. Stalow, President 407-834-6115 – Phone 407-834-6391 – Fax	Gibbs & Register, Inc. 530 S. Main Street Winter Garden, Florida 34787 John W. Gibbs, President 407-654-6133 – Phone 407-654-6134 – Fax	Schuller Contractors, Inc. 8046A President Drive Orlando, Florida 32809 Alexander Caputo, CFO 407-855-5572 – Phone 407-855-4922 – Fax
TOTAL AMOUNT OF BID	\$1,289,949.70	\$1,603,000.00	\$1,638,000.00
Addenda (issued 2)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes

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

BID NUMBER: CC-1232-04/AJR
 BID TITLE: Cross Seminole Trail South – Phase I
 OPENING DATE: May 5, 2004, 2:00 P.M.

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

PAGE: 2 of 2

ITEM DESCRIPTION	Response 4	Response 5	
	Cathcart Contracting 1757 W. Broadway Suite #3 Oviedo, Florida 32765 John T. Cathcart, President 407-366-1022 – Phone 407-977-8349 – Fax	Southland Construction, Inc. 172 West 4 th Street Apopka, Florida 32703 Daniel L. Carr, President 407-889-9844 – Phone 407-886-4348 – Fax	
TOTAL AMOUNT OF BID	\$1,674,361.95	\$1,836,989.85	
Addenda (issued 2)	Yes	Yes	
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	

Open and tabulated by: Amy Rossi, CPPB
 Posted: 5/06/2004

Recommendation of Award: Central Florida Environmental Corporation, BCC: July 13, 2004 (Posted: June 4, 2004)

AGREEMENT (CC-1232-04/AJR)

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **CENTRAL FLORIDA ENVIRONMENTAL CORP.**, duly authorized to conduct business in the State of Florida, whose address is 740 Florida Central Parkway, Longwood, Florida 32750, hereinafter called the "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY." COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Work. The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described CC-1232-04/AJR - Cross Seminole Trail South - Phase I Construction Project.

The Project for which the Work under the Contract Documents is a part is generally described CC-1232-04/AJR - Cross Seminole Trail South - Phase I Construction Project.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Dyer, Riddle, Mills & Precourt, Inc., 1505 E. Colonial Drive, Orlando, Florida 32703.

(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 Seminole County Public Works Department.

Section 3. Contract Time.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within two hundred seventy (270) 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 ONE MILLION TWO HUNDRED EIGHTY-NINE THOUSAND NINE HUNDRED FORTY-NINE AND 70/100 DOLLARS (\$1,289,949.70) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: 1) performance of the Work under Central Florida weather conditions; 2) applicable law, licensing, and permitting requirements; 3) the Project site conditions, including but not limited to, subsurface site conditions; 4) the terms and conditions of the Contract Documents, including, but

not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

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

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

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

Section 5. Payment Procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Liquidated Damages.

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

CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

Section 10. Miscellaneous.

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

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent

that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the

parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Seminole County Public Works/Engineering
520 W. Lake Mary Blvd.
Sanford, FL 32773

For CONTRACTOR:

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

Section 13. Conflict of Interest.

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

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

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

Section 14. Material Breaches of Agreement.

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

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

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

CENTRAL FLORIDA ENVIRONMENTAL CORP.

Witness

By: _____
DAVID STALOWY, President

Witness

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney
AC/lpk
6/7/04
cc-1232

Attachments:

- Exhibit "A" - FHWA 1273 contract provisions
- Exhibit "B" - Bid submitted 5/5/04

EXHIBIT A

FHWA-1273 Electronic version -- March 10, 1994

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

(REV3-10-99) (7-00)

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

I. GENERAL

1. These Contract provisions shall apply to all work performed on the Contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the Contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the Contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this

clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the DOL, or the Contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this Contract, the Contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction Contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this Contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Contract. In the execution of this Contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The Contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

b. The Contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The Contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the

Contractor's EEO policy and Contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

b. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO Contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national

origin, age or disability. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this Contract, this subparagraph will be superseded as indicated in the special provision.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for

higher paying employment.

b. The Contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Specifications, such Contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this Contract. The Contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of 3 years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the Contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The Contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the Contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction Contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this Contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction Contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction Contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than 1 classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this Contract.

2. Classification:

a. The SHA Contracting officer shall require that any class of laborers or mechanics employed under the Contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The Contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the Contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the Contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

d. In the event the Contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the Contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the Contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training

plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the Contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the Contractor or subcontractor under this Contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted Contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site

of the work, all or part of the wages required by the Contract, the SHA Contracting officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the Contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction Contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the Contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the Contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian Contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the Contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each Contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and

fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The Contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid Contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification Contracts, and Contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the Contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this Contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the Contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the Prime Contractor's option, either a single report covering all Contract work or separate reports for the Contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The Contractor shall perform with its own organization Contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the Contract) of the total original Contract price, excluding any specialty items designated by the State. Specialty items may be

performed by subcontract and the amount of any such specialty items performed may be deducted from the total original Contract price before computing the amount of work required to be performed by the Contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the Prime Contractor and equipment owned or rented by the Prime Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the Prime Contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of Contracting organizations qualified and expected to bid on the Contract as a whole and in general are to be limited to minor components of the overall Contract.

2. The Contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the Contract provisions.

3. The Contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the Contract.

4. No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the Prime Contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this Contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Contract.

2. It is a condition of this Contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this Contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by Engineers, Contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in 1 or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this Contract, or subcontract, as appropriate, the bidder, Federal-aid construction Contractor, or subcontractor, as appropriate, will be deemed to have

stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of Contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had 1 or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneously by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded

from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction Contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

EXHIBIT B**BID FORM****SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF**

PROJECT: Cross Seminole Trail South – Phase I Construction Project
COUNTY CONTRACT NO. CC-1232-04/AJR

Name of Bidder: Central Florida Environmental Corp.

Mailing Address: 740 Florida Central Pkwy

Street Address: _____

City/State/Zip: Longwood, Fl. 32750

Phone Number: (407) 834 6115

FAX Number: (407) 834 6391

Contractor License Number: CGC055230

Contractor must be FDOT prequalified to perform all work as presented in the construction plans to bid on Work.

TO: Purchasing Division of Seminole County, Florida

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

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:

TOTAL AMOUNT OF BID: One million \$1,289,949.70 WJ
Numbers
one million two hundred eighty nine thousand four hundred ninety nine and 70/100 WJ

(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 (UNDER THE DAVID-BACON WAGES), permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.
3. Award based on lowest price including line items and bid alternatives.

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 5 day
of May, 2004.

Central Florida ENVIRONMENTAL Corp.
(Name of BIDDER)


(Signature of person signing this BID FORM)

David E. Stalaw
(Printed name of person signing this BID
FORM)

P.E.
(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 FORMS
CROSS SEMINOLE TRAIL SOUTH PHASE I

00100-4

TRAIL ITEMS						
Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Unit Cost	Total	
101-1	LS	1	Mobilization <i>seventy two thousand</i> <i>for the first eight months</i>	72,878 Dollars 82,878	72,878 82,878	72,878 82,878
102-1	LS	1	Maintenance Of Traffic <i>fifty two eight hundred twenty</i>	Dollars Cents 15,820.-		\$15,820.-
104-4	AC	14	Mowing <i>per line foot</i>	Dollars Cents 420.00		\$5880.-
104-13-1	LF	26,825	Staked Silt Fence (TYPE III) <i>eighty</i>	Dollars Cents .80		\$21,460.-
110-1-1	LS/AC	1/18.241	Clearing And Grubbing <i>500 sq ft line foot</i>	Dollars Cents 66,200.-		\$66,200.-
110-4	SY	366	Removal of Existing Concrete Pavement <i>seventy</i>	Dollars Cents 17.-		\$6222.-
120-1	CY	6,730	Regular Excavation <i>seven</i>	Dollars Cents 7.00 7.50		47,110.- \$50,475.-
120-2-2	CY	8,986	Borrow Excavation (Truck Measure) <i>seven</i>	Dollars Cents 7.50		\$67,395.-
160-4	SY	24,040	Stabilization Type B (12") incl. stab. and compaction per option B <i>two</i>	Dollars Cents 2.45		\$58,898.-
285-704A	SY	21,803	Optional Base (Limerock LBR 100) (6") <i>party per</i> <i>N/B</i>	Dollars Cents X		\$ X.
285-704B	SY	21,803	Optional Base (Crushed Concrete) (6") <i>four</i> <i>ninety per</i>	Dollars Cents 4.95		\$107,824.85
331-2	TN	1,316.0	Type S III Asphaltic Concrete (1 1/4") <i>seventy per</i> <i>fifty</i>	Dollars Cents 74.50		\$98,042.-
400-1-11	CY	25.6	Concrete Class 1 (Retaining Walls) <i>per line foot per</i>	Dollars Cents 425.-		\$10,880.-
400-1-2	CY	31.3	Concrete Class 1 (Endwalls) <i>eight hundred forty</i>	Dollars Cents 840.-		\$26,292.-
425-2-71	EA	1	Manhole Type J-7 <i>per line</i>	Dollars Cents 4000.-		\$4000.-
425-82	EA	1	Replace Grate <i>one line</i>	Dollars Cents 1000.-		\$1000.-
430-171-125	LF	32	Pipe Culvert Optional Material (18" SD) <i>one line per</i> <i>foot</i>	Dollars Cents 117.50		\$3760.-
430-171-133	LF	6	Pipe Culvert Optional Material (30" SD) <i>the line per</i>	Dollars Cents 357.00		\$2142.-
430-171-138	LF	20	Pipe Culvert Optional Material (36" SD) <i>the line per</i>	Dollars Cents 291.-		\$5820.-

BID FORMS
CROSS SEMINOLE TRAIL SOUTH PHASE I

00100-5

430-941-38	LF	100	Desilting Pipe (36") <i>flint</i>	Dollars Cents	30.-	\$3000.-
430-984-25	EA	4	Mitered End Section (18" SD) <i>find less parts</i>	Dollars Cents	550.-	\$2200.-
515-1-2	LF	241	Handrail Pipe (Aluminum) (Powder Coated) (Green) <i>parts for</i>	Dollars Cents	42.-	\$10,122.-
519-78	EA	12	Bollards (Distance Markers) <i>find less parts</i>	Dollars Cents	550.-	\$6600.-
520-1-10	LF	363	Concrete Curb & Gutter (Type F) <i>flint for ride</i>	Dollars Cents	23.90	\$8675.-70
520-2-2	LF	650	Concrete Curb (Type B) <i>find on</i>	Dollars Cents	21.00	\$13650.-
520-2-4	LF	157	Concrete Curb (Type D) <i>find on find</i>	Dollars Cents	21.50	\$3375.50
522-1	SY	980	Concrete Sidewalk (4" Thick) <i>find on</i>	Dollars Cents	21.00	\$20,580.-
522-2	SY	920	Concrete Sidewalk (6" Thick) <i>find for parts</i>	Dollars Cents	24.50	\$22,540.-
575-1	SY	67,598	Sodding <i>on parts</i>	Dollars Cents	1.50	\$101,397.-
U-101	EA	6	Utility relocation and adjustments <i>find less parts</i>	Dollars Cents	250.-	\$1500.-
TRAIL ITEMS SUB-TOTAL						805,364.05

825,364.05
815,364.05

NOTE: Portions of trail will require stabilization.
and
Item item 160-4 will be required for
construction of option 'B'

BID FORMS
CROSS SEMINOLE TRAIL SOUTH PHASE I

00100-6

SIGNALIZATION ITEMS					
Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Unit Cost	Total
630-1-11	LF	40	Conduit (Aboveground) (F & I) <i>thirty</i>	Dollars	
			<i>eighty</i>	Cents	13.80 - \$ 552. -
630-1-12	LF	831	Conduit (Underground) (F & I) <i>five</i>	Dollars	
				Cents	5. - \$ 4155. -
630-1-13	LF	30	Conduit (Under pavement) (F & I) <i>eight</i>	Dollars	
				Cents	18. - \$ 540. -
630-1-14	LF	250	Conduit (Underground - Jacket) (F & I) <i>four</i>	Dollars	
				Cents	14. - \$ 3500. -
632-6-1	LF	261	Cable (Signal) <i>five</i>	Dollars	
				Cents	5. - \$ 1305. -
632-7-1	PI	1	Cable (Signal) <i>two five per line extra</i>	Dollars	
				Cents	2516 - \$ 2516. -
633-121-1	LF	14	Cable Fiber Optic (F&I) (Underground) (Single Mode) (1-25) <i>five</i>	Dollars	
			<i>plus 10 per</i>	Cents	2.35 \$ 32.90
635-1-11	EA	17	Pull & Junction Box <i>five per side for</i>	Dollars	
				Cents	262 - \$ 4454. -
635-1-15	EA	1	Pull & Junction Box (F & I) (Fiber Optic) <i>six per</i>	Dollars	
				Cents	600 - \$ 600. -
639-1-22	AS	1	Electrical Power Service <i>one foot</i>	Dollars	
				Cents	1000. - \$ 1000. -
639-2-1	LF	65	Electrical Service Wire <i>three</i>	Dollars	
			<i>for</i>	Cents	3.10 \$ 201.50
648-35-36	AS	2	Mast Arm (Seminole County Standard) (36' Arm) <i>picture found on the south side</i>	Dollars	
				Cents	15,775 - \$ 31,550. -
650-51-311	EA	4	Traffic Signal (F & I) (3 Sect.) (1 or 2 Way) (Standard) <i>seen on north side</i>	Dollars	
				Cents	795. - \$ 3180. -
653-181	AS	10	Pedestrian Signal <i>five per side</i>	Dollars	
				Cents	556. - \$ 5560. -
659-106	EA	12	Signal Head Auxiliaries (Tunnel Visor) <i>one</i>	Dollars	
			<i>foot</i>	Cents	1.20 \$ 14.40
659-109	EA	1	Signal Head Auxiliaries (Concrete Pedestal) (Type II) <i>six per side</i>	Dollars	
				Cents	680 - \$ 680. -
660-1-109	AS	9	Inductive Loop Detector (F & I) (Type 9) <i>five per foot</i>	Dollars	
				Cents	220 - \$ 1980. -
660-2-102	AS	9	Loop Assembly (F & I) (Type B) <i>six per foot</i>	Dollars	
				Cents	610 - \$ 5490. -

BID FORMS
CROSS SEMINOLE TRAIL SOUTH PHASE I

00100-7

665-11	EA	10	Pedestrian Detector <i>on line for</i>	Dollars		
				Cents	110 -	\$ 1100 -
670-5-110	AS	1	Actuated Solid State Controller Assembly (F & I) (NEMA) <i>for the flow and line side signal</i>	Dollars		
				Cents	14,967 -	\$ 14,967 -
670-5-411	AS	1	Controller Assem. Act. (SS) (Modify) (NEMA) (Preemption) <i>price less found</i>	Dollars		
				Cents	550. -	\$ 550. -
685-128	EA	1	System Auxiliaries <i>the line side for</i>	Dollars		
				Cents	362. -	\$ 362. -
690-20	EA	8	Signal Pedestrian Assembly, Removal <i>found 5x</i>	Dollars		
				Cents	26. -	\$ 208. -
690-70	EA	8	Detector Pedestrian Assembly, Remove <i>unit</i>	Dollars		
				Cents	8. -	\$ 64. -
699-1-1	EA	2	Sign, Internally Luminated <i>accept the price less found</i>	Dollars		
				Cents	1520. -	\$ 3040. -
700-89-2	EA	2	Sign Electrically Powered <i>on the side line for</i>	Dollars		
				Cents	1952. -	\$ 3904. -
SIGNALIZATION ITEMS SUB-TOTAL						91,505.80

SIGNING AND PAVEMENT MARKING ITEMS					
Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Unit Cost	Total
700-40-1	AS	40	Sign Single Post (Area < 12 S.F.) <i>FDOT 4" channel post</i> <i>two leg post</i>	Dollars <i>240.-</i> Cents <i>415</i>	\$ 9600.- <i>pl</i>
700-46-11	AS	4	Sign Existing (Remove) (Single Post) <i>post</i>	Dollars <i>40.-</i> Cents <i>40.00</i>	\$ 160.- <i>pl</i>
700-46-21	AS	2	Sign Existing (Relocate) (Single Post) <i>sign</i>	Dollars <i>70.-</i> Cents <i>150</i>	\$ 140.- <i>pl</i>
700-48-18	EA	6	Sign Panel (F & I) (15 or Less) <i>4" channel post FDOT</i> <i>on two posts</i>	Dollars <i>150.-</i> Cents <i>415</i>	\$ 900.-
702-7	SF	631	Remove Existing Pavement Markings <i>per</i> <i>file</i>	Dollars Cents 4.50	\$2839.50
710-6	EA	12	Directional Arrows (Painted) <i>thick row</i>	Dollars Cents 39.-	\$ 468.-
710-25-241	LF	57	Solid Traffic Stripe (White/Blue/Black) (24") <i>thick</i> <i>post</i>	Dollars Cents 3.40	\$ 193.80
710-26-61	LF	1,928	Solid Traffic Stripe (Yellow) (4") (See Pay Item Note) <i>post sign</i>	Dollars Cents .57	\$1098.96
710-26-181	LF	24	Solid Traffic Stripe (Yellow) (18") <i>thick</i> <i>thin sign</i>	Dollars Cents 2.24	\$ 54.24
711-3	EA	16	Pavement Messages (Thermoplastic) <i>two line fifty</i> <i>thick line and post</i>	Dollars <i>250.-</i> Cents <i>395.-</i>	\$4000.-
711-35-121	LF	778	Solid Traffic Stripe (Thermoplastic) (White) (12") <i>per</i>	Dollars Cents 4.-	\$ 3112.-
711-35-241	LF	91	Solid Traffic Stripe (Thermoplastic) (White) (24") <i>per</i>	Dollars Cents 8.-	\$ 728.-
SIGNING AND PAVEMENT MARKINGS SUB-TOTAL					23,294.50

Sign Post not specified. Allowance for
FDOT 4" channel post
Not able to price alternate sign for 40 detail.

BID FORMS
CROSS SEMINOLE TRAIL SOUTH PHASE I

00100-9

BRIDGE ITEMS					
Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Unit Cost	Total
400-2-4	CY	72.8	Concrete Class II (Bridge Deck) <i>one line each side</i>	Dollars Cents	
				186.-	\$13,540.80
400-2-10	CY	2.6	Concrete Class II (Approach Slab) <i>one line front side</i>	Dollars Cents	
				525.-	\$1,365.-
415-1-5	LB	6,741	Reinforcing Steel <i>one line</i>	Dollars Cents	
				.75	\$5,055.75
455-35-9	LF	1,008	Piling (Steel) <i>one line on</i>	Dollars Cents	
				101.75	\$102,564.-
460-2-1	LB	69,248	Structural Steel <i>two</i>	Dollars Cents	
				2.70	\$186,969.60
BRIDGE ITEMS SUB-TOTAL					309,495.15

BID FORMS
CROSS SEMINOLE TRAIL SOUTH PHASE I

00100-10

LANDSCAPE ITEMS						
Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Unit Cost	Total	
L-100	EA	456	Muhlenbergia Capillaris (Muhly Grass)			
			<i>for</i>	Dollars	4.20	\$ 1915.20
			<i>fully</i>	Cents		
L-101	EA	12	Sabal Etonia (Scrub Palmetto)			
			<i>pr</i>	Dollars	40.-	\$ 480.-
				Cents		
L-102	EA	220	Zamia Pumila (Coontie)			
			<i>set</i>	Dollars	6.-	\$ 1320.-
				Cents		
LANDSCAPE ITEMS SUB-TOTAL					3715.20	

BID FORMS
CROSS SEMINOLE TRAIL SOUTH PHASE I

00100-11

HARDSCAPE ITEMS					
Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Unit Cost	Total
H-100	SY	319	Concrete (Do Not Bid)		
				Dollars	
				Cents	\$ n/o
H-101	EA	2	Picnic Tables <i>per the schedule p. 4</i>		
				Dollars	
				Cents	4715 - \$ 9430 -
H-102	EA	1	Shelter <i>seventy three p. four fifty</i>		
				Dollars	
				Cents	17,550 - \$ 17,550 -
H-103	EA	11	Benches <i>on the six leg and one</i>		
				Dollars	
				Cents	1695 - \$ 18,645 -
H-104	EA	1	Water Fountain <i>three four p. 1</i>		
				Dollars	
				Cents	350 - \$ 350 -
H-105	EA	3	Bike Racks <i>two four</i>		
				Dollars	
				Cents	200 - \$ 600 -
HARDSCAPE ITEMS SUB-TOTAL					46,575 -
LANDSCAPE ITEMS SUB-TOTAL					3715.20
BRIDGE ITEMS SUB-TOTAL					309,495.15
SIGNING AND MARKING ITEMS SUB-TOTAL					23,294.50
SIGNALIZATION ITEMS SUB-TOTAL					91,505.80
TRAIL ITEMS SUB-TOTAL					805,364.05
PROJECT TOTAL					1,289,949.70

WJ \$1,289,949.70

WJ 1,299