

CONSTRUCTION CONTRACTS

- 23. Award CC-1268-05/TLR – Markham Woods Road (Springs Landing Boulevard to E. E. Williamson Road) to Central Florida Environmental of Longwood (\$1,926,901.83).**

CC-1268-05/TLR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the improvement of approximately 4,000 ft of Markham Woods Road from Springs Landing Boulevard to E.E. Williamson Road, including widening, for through travel and turning safety, milling, and resurfacing, drainage, exfiltration, trenches, gravity walls and handrails, signing and pavement marking, and utility relocation as described in the plans and specifications.

This project was publicly advertised and the County received three (3) responses. The Review Committee consisting of Antoine Khoury, P. E., Principal Engineer; Steve Krug, P.E., Principal Engineer; and Brett Blackadar, Principal Engineer, evaluated the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Central Florida Environmental, Longwood, in the amount of \$1,926,901.83. The completion time for this project is two hundred forty (240) calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account number 077541.560670, CIP #192001. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

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

BID NUMBER: CC-1268-05/TLR
BID TITLE: Markham Woods Road Widening to
Three Lanes
OPENING DATE: July 20, 2005 at 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 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Central Florida Environmental 740 Fl. Central Pkwy. Longwood, FL 32750 David Stalow, President 407 834-6115 Ph. 407 834-6391 Fx.	Southland Construction, Inc. 172 West Fourth St. Apopka, FL 32703 Daniel L. Carr, President 407 889-9844 Ph. 407 886-4348 Fx.	American Persian Engineers & Constructors 4436 Old Winter Garden Road Orlando, FL 32811 John. D. Hine, VP 407 522-0530 Ph. 407 532-8332 Fx.
A = Total Bid	\$1,926,901.83	\$2,180,872.42	\$2,314,265.90
B = Contract Time	210 days	239 days	180 days
A + B Computation	2,441,401.83	\$2,766,422.42	\$2,755,265.90
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

Opened by D. Reed, Tabulated by T. Roberts

Posted: July 21, 2005

Recommendation & Award Date: CFE 08/23/05

AGREEMENT (CC-1268-05/TLR)

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **CENTRAL FLORIDA ENVIRONMENTAL, INC.**, duly authorized to conduct business in the State of Florida, whose mailing 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 as CC-1268-05/TLR - Markham Woods Road Widening to 3 Lanes (Springs Landing Boulevard to E.E. Williamson Road).

The Project for which the Work under the Contract Documents is a part is generally described as CC-1268-05/TLR - Markham Woods Road Widening to 3 Lanes (Springs Landing Boulevard to E.E. Williamson Road).

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Inwood Consulting Engineers, 870 Clark Street, Oviedo, Florida 32765.

(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 HNTB Consulting Engineers, 1615 Edgewater Drive, Suite 200, Orlando, Florida 32803.

Section 3. Contract Time.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within two hundred ten (210) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

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

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

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

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price.) The CONTRACTOR's total compensation is ONE MILLION NINE HUNDRED TWENTY SIX THOUSAND NINE HUNDRED ONE AND 83/100 DOLLARS (\$1,926,901.83) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Liquidated Damages.

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

CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$2,450.00) 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:

Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, FL 32773

For CONTRACTOR:

CONTRACTOR's Superintendent
Central Florida Environmental, Inc.
740 Florida Central Parkway
Longwood, FL 32750

Section 13. Conflict of Interest.

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

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

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

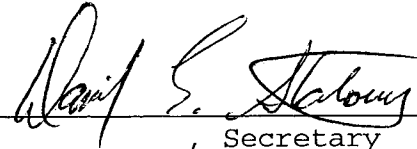
Section 14. Material Breaches of Agreement.

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

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

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

ATTEST:



Secretary

(CORPORATE SEAL)

CENTRAL FLORIDA
ENVIRONMENTAL, INC.

By: 

DAVID E. STALOWY, President

Date: 8-8-05

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

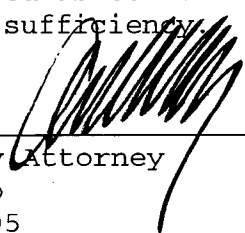
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.



County Attorney
AC/ljp
7.26.05
CC-1268

As authorized for execution
by the Board of County Commissioners
at their Sept 13, 2005
regular meeting.

Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

Executed in 2 Counterparts

THIS BOND HEREBY IS AMENDED SO THAT THE PROVISIONS FOR TIME, NOTICE AND OTHER LIMITATIONS OF SECTION 255.05 OR SECTION 713.23, FLORIDA STATUTES, WHICHEVER IS APPLICABLE, ARE INCORPORATED HEREIN BY REFERENCE.

BOND NO: 54-157201

CONTRACTOR NAME: Central Florida Environmental Corporation

CONTRACTOR ADDRESS: 740 FL Central Pkwy, Suite 2032
Longwood, FL 32750

CONTRACTOR PHONE NO: (407) 834-6115

SURETY COMPANY: United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, Iowa 52401 (319) 399-5700

OWNER NAME: Seminole County Board of Commissioners

OWNER ADDRESS: 1101 East First Street, Room 3208
Sanford, Florida 32771-1468

OWNER PHONE NO.: (407) 665-7116

OBLIGEE NAME: (If contracting
entity is different from the owner,
the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO.: _____

BOND AMOUNT: \$1,926,901.83 / \$1,926,901.83

CONTRACT NO.: (If applicable) CC-1268-05/TRL

DESCRIPTION OF WORK: Markham Woods Road Widening to 3 Lanes

PROJECT LOCATION: Springs Landing Blvd. to E. E Williamson Rd (Seminole Co., FL)

LEGAL DESCRIPTION:
(If applicable) _____

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

THE ATTACHED COVER PAGE AND TERRORISM RIDER FORM AND BECOME A PART OF THIS BOND.
Bond No. 54-157201
Executed in 2 Counterparts

PERFORMANCE BOND
(100% of Contract Price)
Seminole County Contract No. CC-1268-05/TRL

KNOW ALL MEN BY THESE PRESENTS: that

Central Florida Environmental Corporation

(Name of CONTRACTOR)

740 FL Central Pkwy, Suite 2032, Longwood, FL 32750

(Address of CONTRACTOR)

Contractor's Telephone Number: **(407) 834-6115**

a **Corporation**, hereinafter
(Corporation, Partnership or Individual)

called Principal, and **United Fire & Casualty Company**

(Name of Surety)

118 Second Avenue SE, Cedar Rapids, IA 52401

(Address of Surety)

Surety's Telephone Number: **(319) 399-5700**

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of **ONE MILLION NINE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED ONE AND 83/100 DOLLARS, (\$1,926,901.83)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of: **CC-1268-05/TLR**

Markham Woods Road between Springs

Legal description of the property: **Landing Blvd. and E.E. Williamson Road**

General description of the Work: **Contractor is responsilbe for all labor, materials, equipment, coordination and incidentals necessary for the widening of approximately 4,000 ft. of two-lane road to a three-lane road.**

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

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

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and
2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that COUNTY sustains resulting directly or indirectly from any breach or default by Principal under the Agreement, and
3. Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the COUNTY from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2005.

ATTEST:

By [Signature]
(Principal) Secretary
Name David E. Stalowy
(Type)

(Corporate Seal)

[Signature]
Witness to Principal

Name SUSAN Echols
(Type)

[Signature]
Witness to Principal

Name Amy Johnson
(Type)

ATTEST:

By [Signature]
(Surety) Secretary

Name Susan L. Reich
(Type)

(Corporate Seal)

[Signature]
Witness as to Surety

Name Leslie M. Donahue
(Type)

[Signature]
Witness as to Surety

Name Cheryl Foley
(Type)

Central Florida Environmental Corporation
Principal (Contractor)

By [Signature]

Name David E. Stalowy
(Type)

Title Pres.

Address 740 FL Central Pkwy, Suite 2032

City/State/Zip Longwood, FL 32750

United Fire & Casualty Company
Surety

Phone No. (319) 399-5700 (Surety)

Fax No. (319) 399-5425 (Surety)

By [Signature]
Attorney-in-fact
& FL Licensed Resident Agent *

Name Deborah Mahl - Florida Surety Bonds, Inc.
(Type) 417 CenterPointe Cr., Ste 1701
Altamonte Springs, FL 32701

Address 118 Second Avenue SE

City/State/Zip Cedar Rapids, IA 52401

Phone No. *(407) 786-7770 (Agency)

Fax No. (407) 786-7766 (Agency)

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

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

All bonds shall be originals and issued or countersigned by a local producing agent who is a resident of the State of Florida. Attorneys-in-fact who sign Bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond. **Agents of Surety companies must list their name, address and telephone number on all Bonds.**

THE ATTACHED COVER PAGE AND TERRORISM RIDER FORM AND BECOME A PART OF THIS BOND.
Bond No. 54-157201
Executed in 2 Counterparts

PAYMENT BOND

(100% of Contract Price)
Seminole County Contract Number: CC-1268-05/TRL

KNOW ALL MEN BY THESE PRESENTS: that

Central Florida Environmental Corporation

(Name of CONTRACTOR)

740 FL Central Pkwy, Suite 2032, Longwood, FL 32750

(Address of CONTRACTOR)

Contractor's Telephone Number: (407) 834-6115

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

Principal, and United Fire & Casualty Company

(Name of Surety)

118 Second Avenue SE, Cedar Rapids, IA 52401

(Address of Surety)

Surety's Telephone Number: (319) 399-5700

herein called Surety, are held and firmly bound unto _____
SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY",
in the sum of ONE MILLION NINE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED ONE & 83/100 DOLLARS,
(\$1,926,901.83) in lawful money of the United States, for the payment of which sum well and truly to
be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Agreement with the COUNTY, dated the _____ day of _____, and made a part hereof
the construction of: Markham Woods Road Widening CC-1268-05/TLR

Legal description of the property: Markham Woods Road between Springs
Landing Blvd. and E.E. Williamson Road

General description of the Work: Contractor is responsible for all labor, materials, equipment,
coordination and incidentals necessary for the widening of approximately 4,000 ft. of two-lane
road to three-lane road.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly
make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal
with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work

provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed this _____ day _____
of _____, 2005.

ATTEST:

By David E. Stalowy
(Principal) Secretary

Name DAVID E. Stalowy
(Type)

(Corporate Seal)

Susan Echols
Witness to Principal

Name SUSAN Echols
(Type)

Amy Johnson
Witness to Principal

Name Amy Johnson
(Type)

ATTEST:

By Susan L. Reich
(Surety) Secretary

Name Susan L. Reich
(Type)

(Corporate Seal)

Leslie M. Donahue
Witness as to Surety

Name Leslie M. Donahue
(Type)

Cheryl Foley
Witness as to Surety

Name Cheryl Foley
(Type)

Central Florida Environmental Corporation

Principal
By David E. Stalowy

Name DAVID E. Stalowy
(Type)

Title prsn.

Address 740 FL Central Pkwy, Suite 2032

City/State/Zip Longwood, FL 32750

United Fire & Casualty Company

Surety

Phone No. (319) 399-5700 (Surety)

Fax No. (319) 399-5425 (Surety)

By Deborah Mahl

Attorney-in-fact
& FL Licensed Resident Agent *

Name Deborah Mahl - Florida Surety Bonds, Inc.
(Type) 417 CenterPointe Cr., Ste 1701
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Address 118 Second Avenue SE

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Phone No. * (407) 786-7770 (Agency)

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United Fire Group
Fidelity & Surety Department

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE SURETY BONDS

You should know that, effective November 26, 2002, any losses sustained by the surety caused by certified acts of terrorism would be partially reimbursed to the surety by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the surety providing the coverage. The portion of your bond premium that is attributable to coverage for acts of terrorism is \$ 0.00. Before any charges are added for terrorism coverage in future surety products you purchase, you will be able to make a coverage election for a then specified premium charge.

The existence of the federal terrorism insurance program does not affect the obligations you assume in the indemnity agreement.

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M. DONAHUE, OR KIM E. NIV, OR JEFFREY W. REICH, OR SUSAN L. REICH, OR TERESA L. DURHAM, OR PATRICIA L. SLAUGHTER, OR J. GREGORY MACKENZIE, OR DEBORAH MAHL, OR WALTER N. MYERS, ALL INDIVIDUALLY of ALTAMONTE SPRINGS FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of March, 2003

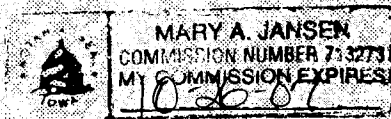


UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 5th day of March, 2003, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa, that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen
Notary Public
My commission expires 10/26/2007

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this _____ day of _____ 20 ____.



Paul A. Jorgensen Secretary

BID FORM
(A+B BID)

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: MARKHAM WOODS ROAD WIDENING TO 3 LANES
(SPRINGS LANDING BLVD. TO E.E. WILLIAMSON RD)
COUNTY CONTRACT NO. CC-1268-05/TLR

Name of Bidder: Central Florida Environmental Corp.

Mailing Address: 740 Fl. Central Pkwy

Street Address: _____

City/State/Zip: Longwood, Fl. 32750

Phone Number: (407) 834 645

FAX Number: (407) 834 6391

Contractor License Number C G C 055230

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

TO: Purchasing Division of Seminole County, Florida

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

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

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

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

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

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

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

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

PROJECT: **MARKHAM WOODS ROAD WIDENING TO 3 LANES
(SPRINGS LANDING BLVD. TO E.E. WILLIAMSON ROAD)**

COUNTY CONTRACT NO. **CC-1268-05/TLR**

TO: Board of County Commissioners
Seminole County, Florida

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

- (a) The COUNTY specifies the maximum Contract Time for Final Completion as **240** Days.
- (b) The COUNTY specifies the RUC as **\$2,450** per Day.
- (c) $A+B \text{ computation} = A + (B \times \text{RUC})$

Where:

A = Bidder's Total Bid \$ 1,926,901.83

B = Bidder's Contract Time 210 Days. $\times \$2,450. = \$514,500.-$
(must be less than the maximum Contract Time and more than the minimum Contract Time provided by the COUNTY)

A+B COMPUTATION: 1,926,901.83 + \$514,500.- = \$2,441,401.83

two million four hundred forty one thousand four hundred one and 83/100
Numbers

(IN WORDS)

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

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

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

TOTAL AMOUNT OF BID: \$1,926,901.83
(Must equal "A" in the Bidder's A+B formula) Numbers

one million nine hundred twenty six thousand nine hundred one & 83/100

(IN WORDS)

CONTRACT TIME: 514,500.- 210 days
(Must equal "B" in the Bidder's A+B formula) Number of Days

five hundred fourteen thousand five hundred

(IN WORDS)

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

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

- Section 00100 - Bid Forms, including alternates and addendum, if any.
- Section 00150 - Trench Safety Act Form
- Section 00160 - Bidder Information Forms (including W-9)
- 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 20 day
of July, 2005.

Central Florida Environmental Corp.
(Name of BIDDER)

David E. Stalvey
(Signature of person signing this BID FORM)

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

pres.
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bid 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 **Markham Woods Road Widening to 3 Lanes**

ROADWAY ITEMS					
Pay Item No.	Units	Quantity	Item Description Unit or Lump Sum Price (Written in Words)	Unit Cost	Total
101-1	LS	1	Roadway Mobilization <u>Eighty two thousand</u> DOLLARS CENTS	82,000.-	82,000.-
104-4	AC	4	Mowing <u>Fine Hundred Fifty</u> DOLLARS CENTS	560.-	2240.-
104-10	EA	284	Baled Hay or Straw <u>Eleven</u> DOLLARS CENTS	11.-	3124.-
104-13	LF	6910	Staked Silt Fence (Type III) <u>one</u> DOLLARS <u>ninety nine</u> CENTS	1.95	13,474.50
110-1-1	LS	1	Clearing and Grubbing <u>Eighty three thousand one hundred</u> DOLLARS CENTS	83,100.-	83,100.-
120-1	CY	1596	Regular Excavation <u>Seven</u> DOLLARS CENTS	7.00	11,172.-
120-6	CY	2363	Embankment <u>Eight</u> DOLLARS <u>ninety</u> CENTS	8.90	21,030.70
160-4	SY	5484	Stabilized Subbase Type B (12") <u>Six</u> DOLLARS <u>ten</u> CENTS	6.10	33,452.40
285-707	SY	4047	Optional Base (Base Group 7) <u>twenty three</u> DOLLARS <u>ninety nine</u> CENTS	23.95	96,925.65
285-711	SY	763	Optional Base (Base Group 11) <u>Thirty seven</u> DOLLARS <u>fourty</u> CENTS	37.40	28,536.20
300-1-3	GA	3274	Bituminous Material (Tack Coat) <u>Two</u> DOLLARS <u>fifteen</u> CENTS	2.15	7039.10
327-70-1	SY	8646	Milling Existing Asphalt Pavement (1" Avg. Depth) <u>Two</u> DOLLARS <u>sixty nine</u> CENTS	2.65	22,911.90
327-70-5	SY	6813	Milling Existing Asphalt Pavement (2" Avg. Depth) <u>Two</u> DOLLARS <u>sixty nine</u> CENTS	2.65	18,054.45
331-2	TN	2085	Type S Asphaltic Concrete (Leveling and Overbuild) <u>Eighty</u> DOLLARS CENTS	80.00	166,800.-

BID FORMS **Markham Woods Road Widening to 3 Lanes**

331-72-20	SY	20269	Type S Asphaltic Concrete (2") <i>Eight</i>	DOLLARS		
			<i>Seventy five</i>	CENTS	8.75	177,353.75
337-5-3	TN	1013	Asphalt Conc. Friction Course (Inc. Bit/Bubber)(1" - FC-3) <i>Seventy Seven</i>	DOLLARS		
			<i>Ten</i>	CENTS	97.10	98,362.30
400-1-2	CY	11	Class I Concrete (End Walls) <i>See</i>	DOLLARS		
				CENTS	600.-	6600.00
400-1-11	CY	355	Class I Concrete (Retaining/Gravity Walls) <i>Six Hundred Seventeen</i>	DOLLARS		
				CENTS	617.00	219,035.00
400-1-15	CY	5	Class I Concrete (Miscellaneous) <i>Six Hundred Seventy</i>	DOLLARS		
				CENTS	670.-	3350.00
425-1-311	EA	10	Inlet (Curb Type P-1) (<10') <i>Twenty Six Hundred</i>	DOLLARS		
				CENTS	2600.-	26,000.-
425-1-321	EA	1	Inlet (Curb Type P-2) (<10') <i>Twenty nine Hundred</i>	DOLLARS		
				CENTS	2900.-	2900.-
425-1-351	EA	1	Inlet (Curb Type P-5) (<10') <i>Three Thousand</i>	DOLLARS		
				CENTS	3000.-	3000.-
425-1-451	EA	7	Inlet (Curb Type J-1) (<10') <i>Fifty one Hundred</i>	DOLLARS		
				CENTS	6100.-	42,700.-
425-1-461	EA	1	Inlet (Curb Type J-2) (<10') <i>Sixty three Hundred fifty</i>	DOLLARS		
				CENTS	6350.-	6350.-
425-2-91	EA	2	Manhole (Type J-8) (<10') <i>Twenty one Hundred</i>	DOLLARS		
				CENTS	4100.-	8200.-
425-2-92	EA	1	Manhole (Type J-8) (>10') <i>Thirty Six Hundred</i>	DOLLARS		
				CENTS	3600.-	3600.-
426-733-221	LF	2495	Slotted Drain Pipe (12 Gauge) (Optional Material) (12") <i>Twenty five</i>	DOLLARS		
				CENTS	25.-	62,375.-
426-733-225	LF	1416	Slotted Drain Pipe (12 Gauge) (Optional Material) (18") <i>Thirty five</i>	DOLLARS		
			<i>five</i>	CENTS	35.05	49,630.80
426-733-229	LF	978	Slotted Drain Pipe (12 Gauge) (Optional Material) (24") <i>Twenty three</i>	DOLLARS		
			<i>fourty</i>	CENTS	43.40	42,445.20

BID FORMS **Markham Woods Road Widening to 3 Lanes**

426-733-233	LF	684	Slotted Drain Pipe (12 Gauge) (Optional Material) (30") <i>Seventy Six</i>	DOLLARS CENTS	76.-	51,984.-
430-11-325	LF	523	Concrete Pipe Culvert (Storm Sewer) (Round) (18") <i>Thirty Six</i>	DOLLARS CENTS	36.40	19,037.20
430-11-329	LF	492	Concrete Pipe Culvert (Storm Sewer) (Round) (24") <i>Forty One</i>	DOLLARS CENTS	41.65	20,491.80
430-11-333	LF	625	Concrete Pipe Culvert (Storm Sewer) (Round) (30") <i>Sixty Nine</i>	DOLLARS CENTS	65.50	40,937.50
443-71-1	CY	1577	Ballast Rock (French Drain Aggregate) <i>Eighty Nine</i>	DOLLARS CENTS	59.75	94,225.75
514-71-1	SY	7075	Plastic Filter Fabric (Subsurface Exfiltration Trench / Pipe) <i>One</i>	DOLLARS CENTS	1.15	8136.25
515-1-2	LF	1520	Handrail Pipe <i>Seventy Nine</i>	DOLLARS CENTS	75.00	114,000.-
520-1-10	LF	7178	Concrete Curb & Gutter (Type F) <i>Ten</i>	DOLLARS CENTS	10.70	76,804.60
520-3	LF	170	Concrete Valley Gutter <i>Twenty Eight</i>	DOLLARS CENTS	28.00	4760.-
522-1	SY	909	Concrete Sidewalk (4") <i>Twenty</i>	DOLLARS CENTS	20.-	18,180.-
522-2	SY	1337	Concrete Sidewalk (6") <i>Seventy Seven</i>	DOLLARS CENTS	27.-	36,099.-
524-1-2	SY	31	Concrete Ditch Pavement (Non-Reinforced) (4") <i>Thirty Nine</i>	DOLLARS CENTS	35.50	1100.50
575-1	SY	11100	Sodding (Bahia) <i>One</i>	DOLLARS CENTS	1.55	17,205.00
666-3	LS	1	R.O.W Survey <i>Sixty Nine Hundred</i>	DOLLARS CENTS	6500.-	6500.-
999-01	LS	1	Maintenance of Traffic <i>Fifty Seven Thousand</i>	DOLLARS CENTS	57,000.-	57,000.-
ROADWAY SUB-TOTAL						1,908,224.55

DE

BID FORMS **Markham Woods Road Widening to 3 Lanes**

SIGNING AND PAVEMENT MARKING ITEMS					
700-40-1	AS	9	Sign (Single Post)(Less than 12) <i>one hundred posts per</i>	DOLLARS CENTS	<i>155.50</i> <i>1399.50</i>
700-46-11	AS	9	Sign Existing, Single Post (Remove) <i>five</i>	DOLLARS CENTS	<i>55.50</i> <i>499.50</i>
706-3	EA	580	Reflective Pavement Marker <i>thru</i>	DOLLARS CENTS	<i>3.60</i> <i>2088.-</i>
710-11	SF	20	Pavement Markings Removal (Paint) <i>one</i>	DOLLARS CENTS	<i>1.40</i> <i>28.-</i>
711-4	EA	38	Directional Arrows, Thermoplastic <i>three</i>	DOLLARS CENTS	<i>39.-</i> <i>1482.-</i>
711-32	LF	3726	Skip Traffic Stripe (Thermo) (6" Yellow 10'-30' Skip) <i>twenty four</i>	DOLLARS CENTS	<i>.24</i> <i>894.24</i>
711-35-81	LF	267	Traffic Stripe Skip Thermoplastic (White)(8") <i>eighty</i>	DOLLARS CENTS	<i>.80</i> <i>213.60</i>
711-35-121	LF	151	Traffic Stripe Skip Thermoplastic (White)(12") <i>one</i>	DOLLARS CENTS	<i>1.20</i> <i>181.20</i>
711-35-181	LF	44	Traffic Stripe Skip Thermoplastic (White)(18") <i>one</i>	DOLLARS CENTS	<i>1.80</i> <i>79.20</i>
711-35-241	LF	88	Traffic Stripe Skip Thermoplastic (White)(24") <i>two</i>	DOLLARS CENTS	<i>2.35</i> <i>206.80</i>

BID FORMS **Markham Woods Road Widening to 3 Lanes**

711-36-181	LF	821	Traffic Stripe Skip Thermoplastic (Yellow)(18") <i>one</i> <i>eighty</i>	DOLLARS CENTS	<i>1.80</i>	<i>1477.80</i>
711-37-61	NM	1.768	Traffic Stripe Solid Thermoplastic (White)(6") <i>one thousand seven hundred sixty</i>	DOLLARS CENTS	<i>1760.-</i>	<i>3111.68</i>
711-38-61	NM	2.026	Traffic Stripe/Skip Thermoplastic (Yellow)(6") <i>one thousand seven hundred sixty</i>	DOLLARS CENTS	<i>1760.-</i>	<i>3565.76</i>
660-2-106	AS	3	Loop Assembly (F&I)(Type F) <i>one thousand five</i>	DOLLARS CENTS	<i>1150.-</i>	<i>3450.-</i>
SIGNING AND PAVEMENT MARKING SUB-TOTAL						<i>18677.28</i>
Markham Woods Road Total Cost:						<i>1,926,901.83</i>

Markham Woods Road Total Cost: *one million nine hundred twenty six thousand nine hundred one* ^{83/100}
(WRITTEN IN WORDS)

Company Name: *Central Florida Environmental Corp.*

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

NOTICE TO BIDDERS:

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

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
<u>trench box</u>	<u>LF</u>	<u>7213</u>	<u>\$/.50</u>	<u>\$10,819.50</u>
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TOTAL \$ 10,819.50

David E. Stalowy
Printed Name
David E. Stalowy
Signature

Central Florida Environmental Corp.
Bidder Name
7-20-05
Date

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida)
County of Seminole)ss
)

David E. Staley, being first duly sworn, deposes and says that:

(1) He is pres. of Central Florida, the Bidder that
has submitted the attached Bid; Environmental Co.

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

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

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

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

Signed: David E. Staley

Printed Name: David E. Staley

Title: pres.

STATE OF Florida)
COUNTY OF Seminole) ss

The foregoing instrument was acknowledged before me this 20 day of July, 2005, by David C. Stalamy who is personally known to me or who has produced _____ identification.

Susan Echols
Print Name SUSAN Echols

Notary Public in and for the County and State
Aforementioned

My commission expires: _____



Susan Echols

My Commission DD231063

Expires July 10 2007

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

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

Date: 7-20-05

By: David E. Stalvey

Print Name: David E. Stalvey

Title: pm

Official Address:
C.F.E. CORP.
740 FLORIDA CENTRAL PKWY
SUITE 2032
LONGWOOD, FL 32750

(Include Zip Code)

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

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR:

Central Florida Environmental Corp.

Signature:

David E. Stalowy

Printed Name:

David E. Stalowy

Title:

P.R.

Date:

7-20-05

Affix Corporate Seal

STATE OF Florida)
COUNTY OF Seminole) ss

The foregoing instrument was acknowledged before me this 20th day of July 2005 by David E. Stalowy of C.F.E. Corp. (firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Susan Echols
Print Name SUSAN ECHOLS
Notary Public in and for the County
and State Aforementioned

My commission expires: _____



Susan Echols

My Commission DD231063

Expires July 10 2007