

17. Award CC-1190-02/BJC – Southeast Regional/Lake Hayes Water Transmission Main – Phase I (Tuskawilla Road to S.R. 426) Construction Project, to Garney Companies, Inc., Kansas City, MO (\$1,479,470.00).

CC-1190-02/BJC will provide for all labor, materials, equipment and coordination necessary for the installation of a water transmission main that is approximately 11,200 linear feet of 30-inch and 12-inch water main, along with fittings, valves, miscellaneous appurtenances, testing, site restoration, clean-up, and any incidentals necessary to provide a completed water main, ready for operation. The work also includes installation of a fiber optic conduit and cable system parallel to the water transmission main. The fiber optic conduit and cable system will be installed in the pipe trench and will include all conduit, pull boxes, fiber optic cable, terminal connections or connections to existing cable segments and any incidentals necessary to provide a fiber optic cable system completed and ready for service. The Contractor shall perform the work with continuous service and shall include repairs, tie-ins, by-pass pumping, testing, permits, cleanup, replacements and restoration required as a result of damages caused during the construction. The Contractor shall comply with all County, State, Federal and other codes and regulation applicable to the above construction work.

This project was publicly advertised and the County received eight (8) responses. The Review Committee, which consisted of Jeffrey Thompson, P.E., Senior Engineer/Environmental Services Department; Carol Hunter, Senior Engineer/Environmental Services Department and Hugh Sipes, Senior Engineer/Environmental Services department evaluated the submittals. Consideration was given to the firm's qualifications, experience and proposed cost of the project.

The Review Committee recommends award of the contract to the lowest responsible, responsive Bidder, Garney Companies, Inc., Kansas City, MO, in the amount of \$1,479,470.00. Garney Companies, Inc. has been doing work in the State of Florida since the early 90's. They have 4 crews currently working on numerous projects in the area. Their local office is in Kissimmee and their headquarters' is located in Kansas City. The completion time for this project is two hundred and ten (210) calendar days from the issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account numbers 087801-56065000 (Water & Sewer, Construction in Progress) and 087816-56065000 (W/S 21M Debt Proceeds, Construction in Progress) CIP# DF85607X. Environmental Services/Planning, Engineering and Inspections (PEI) and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the scope of services in the Bid Documents.

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

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

BID NUMBER: CC-1190-02/BJC

BID TITLE: Southeast Regional / Lake Hayes Water Transmission Main – Phase I (Tuskawilla Road to SR 426)

PAGE: 1 of 3

OPENING DATE: September 11, 2002, 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Garney Companies, Inc. 1333 NW Vivion Road Kansas City MO 64118 Stephen W. Swatek, Vice President Phone 816-746-7206 Fax 816-746-7288	Stately Contractors, Inc. 6028 33 rd St E. Bradenton FL 34203 Glenn P. Bower, President Phone 941-756-4700 Fax 941-756-4540	Prime Construction Group, Inc. 1000 Jetstream Drive Orlando, FL 32824 Reynolds Holliman, Vice President Phone 407-856-8180 Fax 407-856-8182
TOTAL AMOUNT OF BID	\$1,479,470.00	\$1,628,638.00	\$1,678,885.00
Bid Bond	Yes	Yes	Yes
Bid Form	Yes	Yes	Yes
Addenda Acknowledgement 1 of 1	Yes	Yes	No
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 with Disabilities Act	No	Yes	No

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

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BID NUMBER: CC-1190-02/BJC

BID TITLE: Southeast Regional / Lake Hayes Water Transmission Main -- Phase I (Tuskawilla Road to SR 426)

PAGE: 2 of 3

OPENING DATE: September 11, 2002, 2:00 P.M.

ITEM DESCRIPTION	Response 4	Response 5	Response 6
	Wharton-Smith, Inc. PO Box 471028 Lake Monroe, FL 32747 George E. Smith, President Phone 407-321-8410 Fax 407-323-1236	Schuller Contractors, Inc. 8046 A President Drive Orlando, FL 32809 Alexander J. Caputo Phone 407-855-5572 Fax 407-855-4922	Masci Corporation 5752 S. Ridgewood Ave. Harbor Oaks, FL 32127 Leonel Masci, President Phone 386-322-4500 Fax 386-322-4600
TOTAL AMOUNT OF BID	\$1,692,000.00	\$1,695,709.00	\$1,769,830.00
Bid Bond	Yes	Yes	Yes
Bid Form	Yes	Yes	Yes
Addenda Acknowledgement 1 of 1	Yes	No	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 with Disabilities Act	Yes	No	No

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

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BID NUMBER: CC-1190-02/BJC

BID TITLE: Southeast Regional / Lake Hayes Water Transmission Main – Phase I (Tuskawilla Road to SR 426)

PAGE: 3 of 3

OPENING DATE: September 11, 2002, 2:00 P.M.

ITEM DESCRIPTION	Response 7	Response 8
		Gibbs & Register, Inc. 438 N. Dillard Street Winter Garden, FL 34787 John Gibbs, President Phone 407-654-6133 Fax 407-654-6134
TOTAL AMOUNT OF BID	\$1,771,000.00	\$1,902,110.00
Bid Bond	Yes	Yes
Bid Form	Yes	Yes
Addenda Acknowledgement 1 of 1	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
American with Disabilities Act	Yes	Yes

Opened by A. Pigott, CPPB Tabulation: A. Pigott, CPPB

RECOMMENDATION: TBA
BCC: TBA

AGREEMENT (CC-1190-02/BJC)

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **GARNEY COMPANIES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1333 NW Vivion Road, Kansas City, Missouri 64118 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 follows:

CC-1190-02/BJC - Southeast Regional / Lake Hayes Water Transmission Main - Phase I (Tuskawilla Road to S.R. 426).

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

CC-1190-02/BJC - Southeast Regional / Lake Hayes Water Transmission Main - Phase I (Tuskawilla Road to S.R. 426).

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Inwood Consulting Engineers, 3504 Lake Lynda Drive, Suite 410, Orlando, Florida 32817.

(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 Inwood Consulting Engineers, 3504 Lake Lynda Drive, Suite 410, Orlando, Florida 32817.

Section 3. Contract Time.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within one hundred eighty (180) 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 FOUR HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED SEVENTY AND NO/100 DOLLARS (\$1,479,470.00) 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: Tom Hufft 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, FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) 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 West Lake Mary Boulevard
Sanford, Florida 32773

COPIES TO:

Inwood Consulting Engineers
3504 Lake Lynda Drive
Orlando, Florida 32817

For CONTRACTOR:

CONTRACTOR's Superintendent
Garney Companies, Inc.
1333 NW Vivion Road
Kansas City, Missouri 64118

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:

GARNEY COMPANIES, INC.

STEPHEN McCANDLESS, Secretary

(CORPORATE SEAL)

By: _____
STEPHEN SWATEK, Vice-President

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
10/1/02
CC-1190

PERFORMANCE BOND
(100% of Contract Price)
Seminole County Contract No. CC-1190-02/BJC

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

Surety's Telephone Number: _____

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: CC-1190-02/BJC.

Legal description of the property: Southeast Regional/Lake Hayes Water Transmission Main – Phase I. The work is generally located in south Seminole County, between Tuskawilla Road and S.R. 426 (Aloma Avenue) within the right-of-way or immediate vicinities of Dike Road, Brooks Lane, Mikler Road, Chapman Road and S.R. 426. More details in construction drawings.

General description of the Work: This water transmission main utility project involves the construction of approximately 11,200 linear feet of 30-inch and 12-inch water main, along with fittings, valves, miscellaneous appurtenances, testing, site restoration, clean-up, and any incidentals necessary to provide a completed water main, ready for operation. In addition, the work includes installation of a fiber optic conduit and cable system parallel to the water transmission main. The fiber optic conduit and cable system will be installed in the pipe trench as shown on the Drawing details and will include all conduit, pull boxes, fiber optic cable, terminal connections or connections to existing cable segments, and any incidentals necessary to provide a fiber optic cable system completed and ready for service. The Contractor shall furnish all labor, materials,

equipment, tools, services and incidentals to complete all work required by the Specifications and as shown on the Drawings. The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, tie-ins, by-pass pumping, testing, permits, cleanup, replacements, and restoration required as a result of damages caused during this construction. The Contractor shall furnish and install all incidental materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work. The Contractor shall comply with all County, State, Federal and other codes and regulation applicable to the above construction work.

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 of 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 _____, 20____.

ATTEST:

Principal (Contractor)

By _____
(Principal) Secretary

By _____

Name _____
(Type)
(Corporate Seal)

Name _____
(Type)
Title _____

Address _____

City/State/Zip _____

Witness to Principal

Name _____
(Type)

Witness to Principal
Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Surety

Name _____
(Type)
(Corporate Seal)

Phone No. _____
Fax No. _____

Witness as to Surety

By _____
Attorney-in-fact

Name _____
(Type)

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Address _____
City/State/Zip _____
Phone No. _____
Fax No. _____

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

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

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

PAYMENT BOND

(100% of Contract Price)
Seminole County Contract Number: CC-1190-02/BJC

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

Contractor's Telephone Number:

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

Principal, and (Name of Surety)

(Address of Surety)

Surety's Telephone Number:

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the day of , 20, and made a part hereof the construction of: CC-1190-02/BJC.

Legal description of the property: Southeast Regional/Lake Hayes Water Transmission Main - Phase I. The work is generally located in south Seminole County, between Tuskawilla Road and S.R. 426 (Aloma Avenue) within the right-of-way or immediate vicinities of Dike Road, Brooks Lane, Mikler Road, Chapman Road and S.R. 426. More details in construction drawings.

General description of the Work: This water transmission main utility project involves the construction of approximately 11,200 linear feet of 30-inch and 12-inch water main, along with fittings, valves, miscellaneous appurtenances, testing, site restoration, clean-up, and any incidentals necessary to provide a completed water main, ready for operation. In addition, the work includes installation of a fiber optic conduit and cable system parallel to the water transmission main. The fiber optic conduit and cable system will be installed in the pipe trench as shown on the Drawing details and will include all conduit, pull boxes, fiber optic cable, terminal connections or

connections to existing cable segments, and any incidentals necessary to provide a fiber optic cable system completed and ready for service. The Contractor shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by the Specifications and as shown on the Drawings. The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, tie-ins, by-pass pumping, testing, permits, cleanup, replacements, and restoration required as a result of damages caused during this construction. The Contractor shall furnish and install all incidental materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work. The Contractor shall comply with all County, State, Federal and other codes and regulation applicable to the above construction work.

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 _____, 20_____.

ATTEST:

Principal

By _____
(Principal) Secretary

By _____

Name _____
(Type)

(Corporate Seal)

Name _____
(Type)

Title _____

Address _____

City/State/Zip _____

Witness to Principal

Name _____
(Type)

Witness to Principal

Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Surety

Name _____
(Type)

Phone No. _____

Fax No. _____

(Corporate Seal)

By _____
Attorney-in-fact

Witness as to Surety

Name _____
(Type)

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____

Fax No. _____

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1190-02/BJC; and

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

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

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

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

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

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

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

Address: _____ (SEAL)
Principal

By: _____ Its: _____
(If a Corporation)

ATTEST: _____ Its: _____
(If a Corporation)

Address: _____ (SEAL)
Surety

By: _____
Its Attorney-in-Fact

Phone No. _____

Fax No. _____

ATTEST: _____

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

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



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

17

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

HEITMANN, MICHAEL HAROLD
GARNEY COMPANIES INC
1333 NW VIVION ROAD
KANSAS CITY MO 64118



STATE OF FLORIDA

AC#046899

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC056882 06/27/02 011149582

CERT UNDERGROUND & EXCAV CNTR
HEITMANN, MICHAEL HAROLD
GARNEY COMPANIES INC

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2004 SEQ # L020627018

DETACH HERE

C# 0468992

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L0206270189

DATE	BATCH NUMBER	LICENSE NBR
06/27/2002	011149582	CUC056882

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2004

HEITMANN, MICHAEL HAROLD
GARNEY COMPANIES INC
1331 NW VIVION ROAD
KANSAS CITY MO 64118

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: SOUTHEAST REGIONAL/LAKE HAYES WATER TRANSMISSION MAIN -
PHASE I (TUSKAWILLA ROAD TO SR 426)

COUNTY CONTRACT NO. CC-1190-02/BJC

Name of Bidder: Garney Companies, Inc.

Mailing Address: 1333 NW Union Road

Street Address: _____

City/State/Zip: Kansas City MO 64118

Phone Number: (816) 746-7206

FAX Number: (816) 746-7288

General Contractor License Number: CU C056882

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

AGREEMENT TITLE: SOUTHEAST REGIONAL/LAKE HAYES WATER TRANSMISSION MAIN - PHASE I (TUSKAWILLA ROAD TO SR 426)

COUNTY CONTRACT NO.: CC-1190-02/BJC

TO: Board of County Commissioners, Seminole County, Florida

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: \$1,479,470.00 Numbers

ONE MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND ZERO CENTS (IN WORDS)

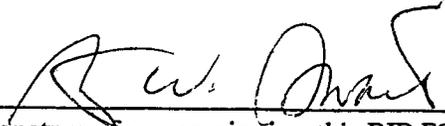
- 1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits,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

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

- Section 00100 - Bid Forms, including alternates and addendum, if any and Security Bid (5%).
Section 00150 - Trench Safety Act Form
Section 00160 - Bidder Information Forms
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 11 day of September, 20 02

GARNEY COMPANIES, INC
(Name of BIDDER)


(Signature of person signing this BID FORM)
Stephen W. Swatek
Vice President

(Printed name of person signing this BID FORM)

Vice President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS bidder's bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.



100% Employee Owned

CERTIFIED COPY OF RESOLUTION

OF

BOARD OF DIRECTORS

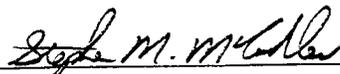
OF

GARNEY COMPANIES, INC.

The undersigned, Stephen M. McCandless hereby certifies that he is the duly elected and qualified Secretary of the Garney Companies, Inc. a Missouri Corporation (the "Company"), and that as Secretary, he maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolutions adopted by the unanimous consent of the members of the Board of Directors of the Company on the 29th day of March, 2002 and that such resolutions are now in full force and effect:

RESOLVED: That Stephen Swatek is hereby recognized as the Vice President of the Corporation to serve until the next annual meeting of the Directors and authorized and instructed to execute and deliver on behalf of the Corporation and its name, contracts, offers and bids pertaining to contracting and construction work to be performed by the Company.

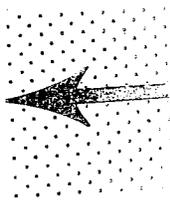
IN WITNESS WHEREOF, the undersigned has hereby affixed his name as Secretary and caused the corporate seal of the Company to be affixed hereto this 11th day of September, 2002.


 A handwritten signature in black ink, appearing to read "Stephen M. McCandless", is written over a horizontal line.

Stephen M. McCandless, Corporate Secretary

1333 N.W. Vivion Road • Kansas City, Missouri 64118-4554

Phone 816-741-4600 • Fax 816-741-4488



BID SCHEDULE

CONSUMERS / LAKE HAYES WATER TRANSMISSION MAIN Contract #1

SEMINOLE COUNTY ENVIRONMENTAL SERVICES

Bid Item Number	Item Description	Bid Quantity	Units	Unit Cost	Total
1 0	Mobilization bonds permits etc (not to exceed 5% of Total Bid Price)	1	L S	\$73,100 ⁰⁰	\$73,100 ⁰⁰
2 0	30 DIP Water Main, unrestrained	7,500	L F	\$47 ⁰⁰	\$352,500 ⁰⁰
3 0	30 DIP Water Main, restrained	1,200	L F	\$71 ⁷⁵	\$86,100 ⁰⁰
4 0	12 PVC Water Main, unrestrained	2,600	L F.	\$19 ⁰⁰	\$49,400.00
5 0	12 PVC Water Main, restrained	180	L.F.	\$24 ⁰⁰	\$4,320 ⁰⁰
6 0	12 HDPE WM installed by Horizontal Directional Drilling Method	80	L.F.	\$175 ⁰⁰	\$14,000 ⁰⁰
7 0	Bore and Jack 48 Steel Casing with 30 DI Carrier Pipe including all steel casing DIP carrier pipe restraining devices casing spacers and casing end seals	390	L F	\$900 ⁰⁰	\$351,000 ⁰⁰
8 0	Ductile Iron Fittings	7	Ton	\$8,500 ⁰⁰	\$59,500 ⁰⁰
9 0	30 Gate Valve w/valve box	8	Ea	\$29,000 ⁰⁰	\$232,000 ⁰⁰
10 0	16 Gate Valve w/valve box	1	Ea	\$9,000 ⁰⁰	\$9,000 ⁰⁰
11 0	12 Gate Valve w/valve box	4	Ea	\$5,000 ⁰⁰	\$20,000 ⁰⁰
12 0	Fire Hydrant Assembly	8	Ea	\$4,750 ⁰⁰	\$38,000 ⁰⁰
13 0	6 tapping sleeve and tapping valve	1	Ea.	\$7,500 ⁰⁰	\$7,500 ⁰⁰
14 0	Connection to existing WM	4	Ea	\$7,650 ⁰⁰	\$30,600 ⁰⁰
15 0	ARV Assembly	2	Ea	\$5,500 ⁰⁰	\$11,000 ⁰⁰
16 0	Water Service Assembly	5	Ea	\$2,500 ⁰⁰	\$12,500 ⁰⁰
17 0	Fiber Optic Conduit and Cable	9,100	L.F.	\$6 ⁰⁰	\$54,600 ⁰⁰
18 0	Install Fiber Optic Cable in Existing Conduit	1,530	L.F.	\$5 ⁰⁰	\$7,650 ⁰⁰
19 0	Open cut and repair asphaltic pavement	100	S Y.	\$47 ⁰⁰	\$4,700 ⁰⁰
20 0	Open cut and repair concrete pavement	520	S Y	\$50 ⁰⁰	\$26,000 ⁰⁰
21.0	Remove Unsuitable Soil Material and Replace with Clean Fill Material	2,000	C.Y	\$3 ⁰⁰	\$6,000 ⁰⁰
22.0	Execution of Division 1 General Requirements	1	L.S.	\$30,000 ⁰⁰	\$30,000 ⁰⁰
TOTAL BID PRICE (Summation of Items 1 0 - 22 0)					\$1,479,470 ⁰⁰

**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>SLOPING</u>	<u>LF</u>	<u>7,380'</u>	<u>0⁵⁰</u>	<u>\$3,690⁰⁰</u>
<u>SHORING</u>	<u>LF</u>	<u>4,100</u>	<u>1⁵⁰</u>	<u>\$6,150⁰⁰</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Stephen W. Swatek
Vice President

TOTAL \$ 9,840⁰⁰

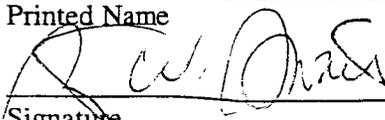
GARNEY COMPANIES, INC.

Printed Name

Bidder Name

Signature

Date



September 11, 2002

BIDDER INFORMATION

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

Bidder Information

GARNEY COMPANIES, INC.

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
	President	Montie Tripp
*	Vice-President	Stephen Swatek
	Secretary	Stephen McCandless
	Treasurer	Thomas Dahl
	Resident Superintendent	

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

EXPERIENCE OF BIDDER

NAME OF BIDDER GARNEY COMPANIES, INC.

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

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

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #S	CONTRACT AMOUNT
	<u>See attached listing</u>		\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____

Do you have any similar work in progress at this time? Yes No

Length of time in business: 39 Years

Bank or Financial references: (Include Contact Name and telephone number)
See Credit Information

**CREDIT INFORMATION****100% Employee Owned**

Chief Place of Business: 1333 N. W. Vivion Road, Kansas City, MO 64118
All invoices, statements, etc. should be sent to this address

Nature of Business: Construction

Tax I. D. No.: 44-0658613

Tax Exempt Status: We should be taxed, unless a job exemption is issued

State of Incorporation: Missouri

Owners or Principals: Charles A. Garney, Chairman of the Board
Montie Tripp, President
J. W. Youngblood, Ex. Vice President
Thomas J. Dahl, Vice President - Finance
Stephen M. McCandless, Sr. Vice President
Stephen W. Swatek, Sr. Vice President
Michael H. Heitmann, Vice President

D & B Rating: 4A3 (Duns Number 07-306-2325)

Business Started: Incorporated in 1962

Banking Affiliation: Bank of America Credit Inquiry Services
SC3-250-02-46
P. O. Box 100214
Columbia, South Carolina 29202-3214
(803) 765-4882 hours: 8:30 a.m. to 5:00 p.m. Eastern Time
(900) 555-5100 fax service for expedited requests - \$5.00 fee

Bonding Agent: Thomas McGee
Kansas City, Missouri
Gene Klein, Account Manager (816) 842-4800

Major Suppliers: American Cast Iron Pipe Company
Credit Department
P O Box 2727
Birmingham, AL 35202 (205) 325-7038 fax (205) 325-8941

Dean Machinery Company
Mr. Bob Thomas, Assistant Treasurer
1201 W. 31st Street
Kansas City, MO 64108 (816) 753-5300 fax (816) 753-6005

Kansas City Concrete Pipe Company
Mr. Jim Spangler, Controller
23600 W. 40th
Kansas City, KS 66111 (913) 422-3634 fax (913) 422-3666

Northwest Pipe Company
Ms. Lindsey Thomas or Jennifer Anderson
200 SW Market Street, Suite 1800
Portland, OR 97201-5730 (503) 946-1200 fax (503) 978-2563

Price Brothers Company
Ms. Joyce Lobo, Credit Manager
P O Box 825
Dayton, OH 45401 (937) 226-8833

Special Requirements:

PURCHASE ORDER REQUIRED

For financial statement or other information, please contact Thomas J. Dahl, Vice President - Finance

1333 N.W. Vivion Road • Kansas City, Missouri 64118-4554

Phone 816-741-4600 • Fax 816-741-4488

Projects in Florida for the last 3 years

OWNER	City of Lakeland, FL
OWNER CONTACT	Patrick Williams
OWNER PHONE	(863) 834-6780
OWNER ADDRESS	1140 East Parker Street, Lakeland, FL 33801-2066
ENGINEER	Harman and Associates
ENGINEER CONTACT	Todd Shaw
ENGINEER PHONE	(407) 839-3955
ENGINEER ADDRESS	301 East Pine Street, Suite 1000, Orlando, FL 32801
PROJECT TITLE	Northeast Water Transmission System
SIZE/FOOTAGE OF PIP	30" - 8,300' DIP
PUBLIC CONTRACT A	\$2,019,670.00
BID DATE	11/8/2000
COMPLETION DATE	4/30/2001
OWNER	City of Oviedo, FL
OWNER CONTACT	Tom Corkery
OWNER PHONE	(561) 835-1810
OWNER ADDRESS	209 Phipps Plaza, Palm Beach, FL 33480
ENGINEER	Donald W. McIntosh
ENGINEER CONTACT	George Delaney
ENGINEER PHONE	(407) 644-4068
ENGINEER ADDRESS	2200 Park Avenue, N. Winter Park, FL 32780
PROJECT TITLE	Lockwood Blvd & CR419 Water & Force Main Extension
SIZE/FOOTAGE OF PIP	16" - 2,930' Water
PUBLIC CONTRACT A	\$1,219,002.00
BID DATE	4/15/1999
COMPLETION DATE	2/29/2000

OWNER	Cypress Lakes Investment LTD-Sterling Cypress G.P.
OWNER CONTACT	Dick Jerman
OWNER PHONE	(561) 835-1810
OWNER ADDRESS	209 Phipps Plaza, Palm Beach, FL 33480
ENGINEER	Dyer, Riddle, Mills and Precourt, Inc.
ENGINEER CONTACT	Daniel L. Allen, P.E.
ENGINEER PHONE	(407) 896-0594
ENGINEER ADDRESS	1505 East Colonial Drive, Orlando, FL 32853
PROJECT TITLE	Cypress Lakes PD - Water & WW Transmission Main
SIZE/FOOTAGE OF PIP	20" & 12" DIP - 33,115'
PUBLIC CONTRACT A	\$2,484,768.50
BID DATE	9/4/1998
COMPLETION DATE	9/22/1999
OWNER	Florida Government Utility Authority
OWNER CONTACT	Charles Sweat
OWNER PHONE	(407) 629-6900
OWNER ADDRESS	614 Wymore Road, Winter Park, FL 32789
ENGINEER	Boyle Engineering Corporation
ENGINEER CONTACT	Gary Friess
ENGINEER PHONE	(407) 425-1100
ENGINEER ADDRESS	320 East South Street, Orlando, FL 32801
PROJECT TITLE	Poinciana Reuse Water Main
SIZE/FOOTAGE OF PIP	24" - 52,000" DIP
PUBLIC CONTRACT A	\$4,157,315.00
BID DATE	5/3/2001
COMPLETION DATE	1/31/2002

OWNER Orange County Public Utilities, FL

OWNER CONTACT Johnny Richardson

OWNER PHONE (407) 836-5635

OWNER ADDRESS 400 E. South Street, 2nd Floor, Orlando, FL 32802

ENGINEER Dyer, Riddle, Mills & Precourt, Inc.

ENGINEER CONTACT Dan Allen

ENGINEER PHONE (407) 896-0594

ENGINEER ADDRESS 1505 East Colonial Drive, Orlando, FL 32853

PROJECT TITLE Eastern Regional Transmission System Improvements

SIZE/FOOTAGE OF PIP 30" - 27,500' PVC

PUBLIC CONTRACT A \$5,752,100.00

BID DATE 3/9/2000

COMPLETION DATE 12/31/2000

OWNER Orlando Utility Commission, FL

OWNER CONTACT Kathi Carnes

OWNER PHONE (407) 649-4411

OWNER ADDRESS 3800 Gardenia Avenue, Orlando, FL 32839

ENGINEER Same as Owner

ENGINEER CONTACT

ENGINEER PHONE

ENGINEER ADDRESS

PROJECT TITLE Orlando Executive Airport

SIZE/FOOTAGE OF PIP 24" - 1,000' DIP

PUBLIC CONTRACT A \$133,339.28

BID DATE 11/21/2001

COMPLETION DATE 12/31/2001

OWNER Orlando Utility Commission, FL
OWNER CONTACT Deborah Bradshaw
OWNER PHONE (407) 737-4290
OWNER ADDRESS 5971 Pershing Avenue, Orlando, FL 32822
ENGINEER Boyle Engineering Corporation
ENGINEER CONTACT Steven Lockington
ENGINEER PHONE (407) 425-1100
ENGINEER ADDRESS 320 East South Street, Orlando, FL 32801
PROJECT TITLE Heintzelmen/Greenhouse Inter. Piping
SIZE/FOOTAGE OF PIP 20" - 6,150' DIP
PUBLIC CONTRACT A \$460,760.00
BID DATE 12/13/1999
COMPLETION DATE 4/30/2001

OWNER Orlando Utility Commission, FL
OWNER CONTACT Deborah Bradshaw
OWNER PHONE (407) 737-4290
OWNER ADDRESS 5971 Pershing Avenue, Orlando, FL 32822
ENGINEER Boyle Engineering Corporation
ENGINEER CONTACT Steven Lockington
ENGINEER PHONE (407) 425-1100
ENGINEER ADDRESS 320 East South Street, Orlando, FL 32801
PROJECT TITLE Southeast Pipeline
SIZE/FOOTAGE OF PIP 20" - 15,700'
PUBLIC CONTRACT A \$1,032,357.00
BID DATE 12/13/1999
COMPLETION DATE 4/1/2000

OWNER	PB Water
OWNER CONTACT	Brian Megic
OWNER PHONE	(407) 587-7800
OWNER ADDRESS	1000 Legion Place, Suite 1700, Orlando, FL 32801
ENGINEER	Same as Owner
ENGINEER CONTACT	
ENGINEER PHONE	
ENGINEER ADDRESS	
PROJECT TITLE	Conserv II 54" Pipe Relocation
SIZE/FOOTAGE OF PIP	54" - 510' PCCP
PUBLIC CONTRACT A	\$1,227,684.00
BID DATE	1/12/2001
COMPLETION DATE	10/1/2001
OWNER	Polk County Board of County Commissioners
OWNER CONTACT	Audry Aroney Reeves
OWNER PHONE	(863) 519-7949
OWNER ADDRESS	2470 Clower Lane, AS05-P.O. Box 9005, Bartow, FL 33831-0995
ENGINEER	Envisor, Inc.
ENGINEER CONTACT	
ENGINEER PHONE	
ENGINEER ADDRESS	
PROJECT TITLE	Wastewater Collection, Reclaimed Water Distribution and Potable Water Distributi
SIZE/FOOTAGE OF PIP	12" - 11,555'
PUBLIC CONTRACT A	\$1,469,375.00
BID DATE	9/8/1999
COMPLETION DATE	2/25/2000

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Missouri)
)ss
County of Clay)

Stephen W. Swatek, being first duly sworn, deposes and says that:
Vice President GARNEY COMPANIES, INC.

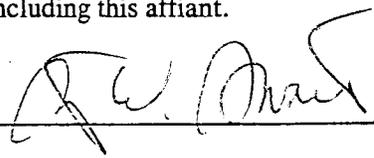
(1) He is _____, of _____, the Bidder that has submitted the attached Bid;

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

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

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

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

Signed: 

Printed Name: Stephen W. Swatek
Vice President

Title: _____

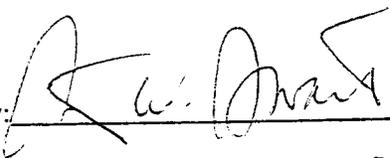
CERTIFICATION OF NONSEGREGATED FACILITIES

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: September 11, 2002

By: 

Print Name: Stephen W. Swatek
Vice President

Official Address:
GARNEY COMPANIES, INC.
1309 N.W. VIVION ROAD
KANSAS CITY, MISSOURI 64118

Title: _____

(Include Zip Code)

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