

18. Award CC-1219-03/TLC – Markham Trailhead Facility – Seminole Wekiva Trail to Marbek Constructors, Inc., Orlando (\$517,871.95).

CC-1219-03/TLC will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of the Markham Trailhead Facility of the Seminole Wekiva Trail. This construction project will include, site preparation, restrooms, asphalt trail pavement, irrigation, landscape, park furniture and concrete sidewalk with emphasis on highly aesthetic quality finished product.

This project was publicly advertised and the County received four responses. The Review Committee, which consisted of David Martin, P.E., Engineering; and Frank Van Pelt, CPM, Special Projects Team Leader, and Skip Groeneveld, Project Implementation Coordinator, evaluated the submittals. Consideration was given to each firm's bid price, qualifications and experience.

The Review Committee recommends award of the contract to the lowest priced responsive, responsible bidder, Marbek Constructors, Inc., Orlando, in the amount of \$517,871.95. The completion time for this project is 180 calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account number 077501-6067 (Engineering Roads) (PE50042X). Public Works Department/Engineering Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

**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-1219-03/DRS
 BID TITLE: Markham Trailhead Facility – Seminole Wekiva Trail
 OPENING DATE: October 15, 2003, 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4	Response 5
	Marbek Construction, Inc. 513 W. Colonial Drive, #7 Orlando, Florida 32804 Mr. Rick A. Marchand (407) 316-0450 Phone (407) 649-7684 Fax	Seacoast Constructors, Inc. 6005 Silver Star Road Orlando, Florida 32808 Mr. Donald A. Knowlton 407-578-9300 – Phone 407-578-9301 – Fax	Southland Construction, Inc. 172 West Fourth Street Apopka, Florida 32703 407-889-9844 – Phone 407-886-4348 – Fax Daniel L. Carr – President	Gibbs & Register, Inc. 530 S. Main St Winter Garden, FL 34787 407 654-6133 – Phone 407 654-6134 – Fax John W. Gibbs, President	Cathcart Contracting 1757 W. Broadway St, #3 Oviedo, Florida 32765 Mr. John Cathcart (407) 366-1022 Phone (407) 977-8349 Fax
TOTAL AMOUNT OF BID	\$517,871.95	\$587,087.85	\$598,714.90	\$619,800.00	\$637,015.72
Addenda	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes	Yes

Opened and Tabulated by: David Santiago, posted: 10/17/2003

Recommendation of Award (11/18/2003: Marbek Construction, Inc.

BCC for award: 12/9/2003

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between MARBEC CONSTRUCTORS, INC., duly authorized to conduct business in the State of Florida, whose address is 513 W. COLONIAL DR, STE 7
ORLANDO, FL 32804, 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:

WITNESSETH:

Section 1. Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CC-1213-03/PWM, Seminole Wekiva Trail – Markham Trailhead Facility

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

CC-1213-03/PWM, Seminole Wekiva Trail – Markham Trailhead Facility

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Scott P. Seck, P.E.; Horizon Engineering Group, Inc.; 668 N. Orange Ave., Suite 1009; Maitland, FL 32751.

(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 Skip Groeneveld, Seminole County Public Works Department.

Section 3. Contract Time.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within One Hundred Twenty (120) 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 \$ 517, 871.95
DOLLARS (\$_____) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

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

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

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

Section 5. Payment Procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within two (2) days of receipt of the complaint from citizens, ENGINEER, or

the COUNTY. The CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within two (2) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

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

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

- (a) This Agreement.
- (b) Addenda.
- (c) Bid.
- (d) American's With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents
- (j) General Conditions.

(k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.

- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.
- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial)
- (v) CONTRACTOR's Waiver of Lien (Final and Complete)
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (x) Consent of Surety To Final Payment
- (y) Instructions To Bidders
- (z) Contractor's Insurance Requirements, Certificate and Insurance Policies

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

Section 9. Liquidated Damages.

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from

inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, One Hundred Fifty and 00/100 DOLLARS (\$150.00) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

Section 10. Miscellaneous.

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

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

FOR SEMINOLE COUNTY:

Public Works Department
Engineering Division
520 West Lake Mary Blvd, Suite 200
Sanford, FL 32773

FOR CONTRACTOR:

CONTRACTOR's Superintendent
MAXBEK CONSTRUCTORS, INC
513 W. COLONIAL DR, SUITE 7
ORLANDO, FL 32804

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which

would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10 (F).

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

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

Section 14. Material Breaches of Agreement.

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

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

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

ATTEST:

JOHN M. BECKER, Secretary
(Corporate Seal)

ATTEST:

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

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

County Attorney

____/____/____

By: _____
RICK A. MARCHAND, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Daryl McLain, Chairman

Date: _____

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

BID FORM
SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

**Purchasing
Copy**

PROJECT: MARKHAM TRAILHEAD FACILITY – SEMINOLE WEKIVA TRAIL
COUNTY CONTRACT NO. CC-1219-03/DRS

Name of Bidder: MARBEC Constructors, Inc.
Mailing Address: 513 W. Colonial Dr. Ste 7
Street Address: 513 W. Colonial Dr. Ste 7
City/State/Zip: Orlando, Fla. 32804
Phone Number: (407) 316-0450
FAX Number: (407) 649-7684
Contractor License Number: CGC 048743

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

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

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

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

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

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

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

BID FORM

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: ~~\$ 518,900.00~~ \$ 517,871.95 Ⓟ
Numbers

FIVE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED

(IN WORDS)

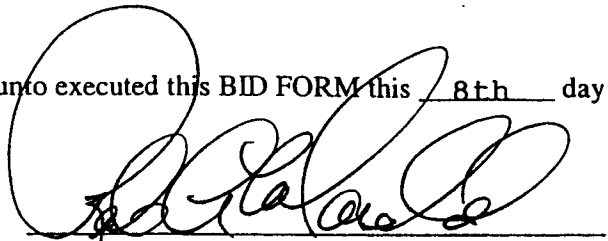
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits,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

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

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

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 8th day
of OCT, 2003.

MARBEC Constructors, Inc.
(Name of BIDDER)



(Signature of person signing this BID FORM)

Rick A. Marchand

(Printed name of person signing this BID
FORM)

President

(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.

Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Quantity	Unit Cost	Total
101-1	LS	1	Mobilization Bid Sheets (Regular) Dollars Cents	1	17,066.19	\$17,066.19
102-1	LS	1	Maintenance Of Traffic Dollars Cents	1	8,367.40	\$8,367.40
104-4	AC	0.6	Mowing Dollars Cents	0.6	1,545.60	\$927.36
104-13-1	LF	708	Staked Silt Fence (TYPE III) Dollars Cents	708	3.17	\$2,244.36
110-1-1	LS/AC	3.75	Clearing And Grubbing Dollars Cents	3.75	3,087.75	\$11,579.06
120-1	CY	2762	Regular Excavation Dollars Cents	2762	3.22	\$8,893.64
120-6	CY	1387	Embankment Dollars Cents	1387	7.96	\$11,040.52
160-	SY	100	Multi-Purpose Path Dollars Cents	100	28.75	\$2,875.00
160-4	SY	5369	Stabilization Type B (12") Dollars Cents	5369	4.03	\$21,637.07
G-1	SY	442	Porous Pavement System Dollars Cents	442	36.23	\$16,013.66
285-704-A	SY	910	Optional Base (Limerock LBR 100) (6") Dollars Cents	910	9.20	\$8,372.00
285-704-B	SY	942	Optional Base (Crushed Concrete) (6") Dollars Cents	942	0.00	\$0.00
285-706	SY	4051	Optional Base (Limerock LBR 100) (8") Dollars Cents	4051	10.93	\$44,277.43
331-2	TN	50.4	Type S III Asphaltic Concrete (1 1/4") Dollars Cents	50.4	77.05	\$3,883.32
331-2	TN	299.8	Type S III Asphaltic Concrete (1 1/2") Dollars Cents	299.8	70.44	\$21,117.91
400-1-12	CY	9.7	Concrete Class 1 (Trench Slab) (Weir) Dollars Cents	9.7	690.00	\$6,693.00
425-1-541	EA	2	Inlet Ditch Bottom (TYPE D) (<10') Dollars Cents	2	1,802.05	\$3,604.10
430-14-325	LF	334	Concrete Pipe Culvert (18" SD) (Class III) Dollars Cents	334	29.90	\$9,986.60
430-984-225	EA	5	Mitered End Section (18" SD) (Concrete Round Pipe) Dollars Cents	5	882.05	\$4,410.25
515-1-2	LF	18	Handrail Pipe (Aluminum) Dollars Cents	18	105.80	\$1,904.40

Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Quantity	Unit Cost	Total
520-1-7	LF	264	Concrete Curb & Gutter (Type E) Bid Sheets (Regular) Dollars Cents	264	27.89	\$7,362.96
520-2-4	LF	772	Concrete Curb (Type D) Dollars Cents	772	8.05	\$6,214.60
520-2-9	LF	216	Concrete Curb (Special) (Ribbon Curb 12" X 7-1/2") Dollars Cents	216	14.38	\$3,106.08
520-2-9	LF	240	Concrete Curb (Special) (Bumper Guard) Dollars Cents	240	5.18	\$1,243.20
522-1	SY	533	Conc. Sidewalk, 4" Thick Dollars Cents	533	32.09	\$17,103.97
522-1	SY	213	Conc. Sidewalk, 6" Thick Dollars Cents	213	38.50	\$8,200.50
550-1-1	LF	1175	Fence (Type A) (5' Height) (Timber Post Required) Dollars Cents	1175	4.00	\$4,700.00
550-3-1	EA	8	Corner Post Assembly (Type A Fence) Dollars Cents	8	137.43	\$1,099.44
550-4-1	EA	7	Pull And End Post Assembly (5' Height) (Timber Post Required) Dollars Cents	7	100.05	\$700.35
550-75-61	EA	2	Fence Gates, Type A (6' Swing) (Single) Dollars Cents	2	204.13	\$408.26
550-75-121	EA	1	Fence Gates, Type A (12' Swing) (Single) Dollars Cents	1	228.28	\$228.28
570-5	TN	0.2	Fertilizer (2-Applications) Dollars Cents	0.2	12,765.00	\$2,553.00
570-9	MG	18	Water For Grass Dollars Cents	18	37.95	\$683.10
575-1-3	SY	12335	Sodding (Argentine Bahia) Dollars Cents	12335	1.41	\$17,392.35
620-1-1	LF	100	Grounding Electrode (F & I) Dollars Cents	100	3.62	\$362.00
630-1-12	LF	1848	Conduit (Underground) (F & I) Dollars Cents	1848	4.28	\$7,909.44
630-1-14	LF	100	Conduit (Underground - Jacket) (F & I) Dollars Cents	100	13.37	\$1,337.00
635-1-11	EA	21	Pull & Junction Box (Pull Box) (F & I) Dollars Cents	21	257.60	\$5,409.60
639-1-22	AS	1	Electrical Power Service (Underground) (Purchase By Contractor From Power Company)	1	509.45	\$509.45

Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Quantity	Unit Cost	Total
			Bid Sheets (Regular)			
			Dollars			
			Cents			
639-2-1	LF	884	Electrical Service Wire (F & I)	884	1.04	\$919.36
			Dollars			
			Cents			
665-12	EA	2	Pedestrian Detector Video (Detector Station W/Post) (F & I)	2	12,583.30	\$25,166.60
			Dollars			
			Cents			
668-11	EA	1	Detector Cabinet (Type I 13" X 10" X 6") (F & I)	1	8,106.35	\$8,106.35
			Dollars			
			Cents			
700-40-1	AS	15	Sign Single Post (Area < 12 S.F.)	15	0.00	\$0.00
			Dollars			
			Cents			
700-90-1	AS	2	Sign Flashing Beacon (Ground Mount) (F & I)	2	948.75	\$1,897.50
			Dollars			
			Cents			
710-6	EA	4	Directional Arrows (Paint)	4	28.75	\$115.00
			Dollars			
			Cents			
710-25-61	LF	40	Solid Traffic Stripe (Paint) (6" Blue)	40	0.58	\$23.20
			Dollars			
			Cents			
710-25-61	LF	516	Solid Traffic Stripe (Paint) (6" White)	516	0.26	\$134.16
			Dollars			
			Cents			
710-25-241	LF	14	Solid Traffic Stripe (Paint) (24" White)	14	2.24	\$31.36
			Dollars			
			Cents			
710-26-41	LF	400	Solid Traffic Stripe (Paint) (4" Yellow)	400	0.23	\$92.00
			Dollars			
			Cents			
710-26-181	LF	11	Solid Traffic Stripe (Paint) (18" Yellow)	11	1.44	\$15.84
			Dollars			
			Cents			
711-3	LF	6	Pavement Messages (Thermoplastic)	6	97.75	\$586.50
			Dollars			
			Cents			
711-35-121	LF	84	Solid Traffic Stripe (Thermoplastic) (12" White)	84	1.61	\$135.24
			Dollars			
			Cents			
711-35-241	LF	35	Solid Traffic Stripe (Thermoplastic) (24" White)	35	3.36	\$117.60
			Dollars			
			Cents			
711-36-61	LF	2092	Solid Traffic Stripe (Thermoplastic) (6" Yellow)	2092	0.52	\$1,087.84
			Dollars			
			Cents			
U-10	LS	1	Septic Tank And Drainfield	1	4,025.00	\$4,025.00
			Dollars			
			Cents			
U-11	LF	110	Sanitary Sewer Pipe (4" PVC) (SDR 35) (ASTM D-3034)	110	30.48	\$3,352.80
			Dollars			
			Cents			
U-12	EA	2	4" PVC Sanitary Cleanout	2	471.50	\$943.00

Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Quantity	Unit Cost	Total
			Bid Sheets (Regular)			
			Dollars			
			Cents			
U-13	LF	354	Water Pipe (3/4" PE Service Line) (AWWA C-901)	354	5.75	\$2,035.50
			Dollars			
			Cents			
U-14	LF	339	Water Pipe (2" PE Service Line) (AWWA C-901)	339	9.78	\$3,315.42
			Dollars			
			Cents			
U-15	LF	354	Water Pipe (8" PVC) (AWWA C-900) (DR-18) (ASTM D-1784)	354	28.18	\$9,975.72
			Dollars			
			Cents			
U-16	LS	1	Water Trough (Galvanized) (50 Gallon)	1	402.50	\$402.50
			Dollars			
			Cents			
U-17	LS	1	Water Tank Filler Assembly	1	4,025.00	\$4,025.00
			Dollars			
			Cents			
U-18	EA	1	Fire Hydrant Assembly	1	2,875.00	\$2,875.00
			Dollars			
			Cents			
U-19	EA	1	Master Meter Assembly	1	28,050.00	\$28,050.00
			Dollars			
			Cents			
U-20	EA	2	2" Service Taps	2	897.00	\$1,794.00
			Dollars			
			Cents			
U-21	EA	1	3/4" Service Taps	1	460.00	\$460.00
			Dollars			
			Cents			
U-22	EA	1	12" X 8 " Tapping Valve And Sleeve	1	4,600.00	\$4,600.00
			Dollars			
			Cents			
U-23	EA	1	2" Water Meter Assembly	1	1,132.75	\$1,132.75
			Dollars			
			Cents			
U-24	EA	1	3/4" RPZ Backflow Preventor	1	517.50	\$517.50
			Dollars			
			Cents			
U-25	LS	1	Jack & Bore	1	9,430.00	\$9,430.00
			Dollars			
			Cents			
02722-1	EA	2	Distance Marker	2	275.00	\$550.00
			Dollars			
			Cents			
02722-2	EA	5	Directional Sign - Single Face	5	0.00	\$0.00
			Dollars			
			Cents			
02722-3	EA	1	Primary Identity Sign - Double Face	1	10,276.40	\$10,276.40
			Dollars			
			Cents			
02722-4	EA	1	Secondary Identity Sign - Single Face	1	0.00	\$0.00
			Dollars			
			Cents			
522-1	SF	192	Concrete Pavement, 4", 6 X 6 WWF (96 SF Per Rest Area)	192	3.57	\$685.44

Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Quantity	Unit Cost	Total
			Bid Sheets (Regular)			
			Dollars			
			Cents			
02785-1	SF	3301	Textured Pattern & Color Applied To Asphalt Pavement	3301	2.88	\$9,506.88
			Dollars			
			Cents			
02810-1	EA	1	Irrigation (Lump Sum)	1	11,828.90	\$11,828.90
			Dollars			
			Cents			
02870-1	EA	4	8' Steel Bench	4	920.00	\$3,680.00
			Dollars			
			Cents			
02870-2	EA	8	Steel Bike Loop	8	56.35	\$450.80
			Dollars			
			Cents			
02870-3	EA	2	32 Gal Mini Hid-A-Bag Trash Receptacle	2	402.50	\$805.00
			Dollars			
			Cents			
02870-4	EA	1	Drinking Fountain	1	759.00	\$759.00
			Dollars			
			Cents			
02900-1	EA	226	Butterfly Weed, 1 Gal	226	4.73	\$1,068.98
			Dollars			
			Cents			
02900-2	EA	350	St. John's Wort, 1 Gal	350	4.22	\$1,477.00
			Dollars			
			Cents			
02900-3	EA	117	Yaupon Holly, 1 Gal	117	8.82	\$1,031.94
			Dollars			
			Cents			
02900-4	EA	226	Blazing Star, 6" Pot	226	4.66	\$1,053.16
			Dollars			
			Cents			
02900-5	EA	226	Cardinal Flower, 1 Gal	226	3.70	\$836.20
			Dollars			
			Cents			
02900-6	EA	4	Southern Magnolia, 100 Gal	4	946.45	\$3,785.80
			Dollars			
			Cents			
02900-7	EA	879	Muhley Grass, 1 Gal	879	3.02	\$2,654.58
			Dollars			
			Cents			
02900-8	EA	88	Simpson's Stopper, 3 Gal	88	8.82	\$776.16
			Dollars			
			Cents			
02900-9	EA	20	Live Oak, 65 Gal	20	470.70	\$9,414.00
			Dollars			
			Cents			
02900-10	EA	226	Black-Eyed Susan, 1 Gal	226	3.88	\$876.88
			Dollars			
			Cents			
02900-11	EA	81	Sabal Palm, F.G.	81	175.20	\$14,191.20
			Dollars			
			Cents			
02900-12	EA	106	Coontie, 3 Gal	106	24.04	\$2,548.24

Item No.	Units	Quantity	Item Description Item Description Unit or Lump Sum Price (Written in Words)	Quantity	Unit Cost	Total
			Bid Sheets (Regular)			
			Dollars			
			Cents			
02900-13	CY	72	Pine Bark Mulch, 3"	72	31.40	\$2,260.80
			Dollars			
			Cents			
13046-1	EA	1	Prefabricated Restroom Building	1	30,000.00	\$30,000.00
			Dollars			
			Cents			
15000-1	EA	1	Drinking Fountain & Drywell	1	575.00	\$575.00
			Dollars			
			Cents			
Regular Bid Subtotal			Dollars			\$517,871.95
			Cents			

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>Berthing</u>	<u>LS</u>	<u>1</u>	<u>1000⁰⁰</u>	<u>1000⁰⁰</u>
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TOTAL \$ 1000⁰⁰

Rick A. M... ..
Printed Name

[Signature]
Signature

MARBER CONSTRUCTORS, INC.
Bidder Name

10/15/03
Date

BIDDER INFORMATION

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

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
*	President	Rick A. Marchand
	Vice-President	John M. Becker
	Secretary	
	Treasurer	
	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 MARSEK Constructors, 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>Please See Attached</u>		\$ _____
_____	_____	_____	_____
_____	_____	_____	\$ _____
_____	_____	_____	_____
_____	_____	_____	\$ _____
_____	_____	_____	_____
_____	_____	_____	\$ _____
_____	_____	_____	_____
_____	_____	_____	\$ _____
_____	_____	_____	_____

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

Length of time in business: _____ Years

Lake Eve Hardscape

Completed 2001

\$ 850,000.00

**Mr. Brian Giessuebel / Emerson International S. International Dr. Orlando, Fla.
Phone: 407-468-9504**

Hardscaping, colored concrete, Entrance Feature, sidewalks, retaining walls and wood and floating docks for The Lake Eve Time share resort on South International Drive.

The scope of this contract included installation of approximately 40,000 S.F. of colored and grey concrete sidewalks with in laid brick paver bands and large brick paver patio areas, Entrance wall feature including masonry retaining wall with ornamental pre-cast balls and finials, built on site guard shack and concrete curbing and a complete site lighting package including docks, walls, parking lots and water fountain feature. The scope of this project also included both aluminum floating and fixed wooden dock structures on a natural pond adjacent to the pool and fountain feature area, project Landscaping and Irrigation.

The Cabinet Warehouse

project completed 2002

\$ 1,350,000.00

Mr. Paul Karas / Owner

Phone: 407-240-5404

Design and Construction of new 15000 sf cabinet shop including work shop and show room. Scope of work included complete site work including clearing, earthwork, storm sewer, sanitary sewer, lift station, water service, slab on grade, masonry walls to 10' pre engineered metal building , roll up doors, drywall and framing, painting carpeting interior finishes, mechanical electrical and plumbing

Building 5 Kitchen Remodeling
Central Florida Community College
started and completed in 2001

\$ 522,800.00

Mr. Tom Morelock / Director of Facilities Central Florida Community College
Ocala FLorida
Phone: 352-873-5813

Complete demolition of existing operational kitchen inclusive of removal of equipment for re-use, complete interior demolition including underground utilities, complete slab removal, renovation to include underground utilities, slab on grade, interior partitions, extensive ceramic and quarry tile, interior finishes, complete plumbing, mechanical and electrical.

Scope of work included completing construction in an active kitchen open to the public with active class rooms on either side of the construction area. The scope of this project included extensive under ground utility work including grease and sanitary waste, water service, gas service and electrical upgrades. This project also included coordination with and connections to a complete kitchen equipment package which included cordination, delivery, locating, placement and connection.

The scope of this project required extensive coordination of construction activities with the project representative due to the acess requirements of the public utilizing the facility during construction

The scope of Building Construction consisted of cast in place concrete, casework, thermal and moisture protection, insulation, metal doors and frames, wood doors, hardware, flooring, painting, toilet accessories and specialties, Plumbing, Mechanical and Electrical.

Citrus County Mosquito Control

District Headquarters

2002 / 2003

\$ 792,000.00

Ms. Flo Jones / Director

**948 N. Lecanto Highway, Lecanto, Fla.
Phone: 352-302-8346**

**Design and Construction of new Mosquito Control District Headquarters facility
Scope of work included the complete design engineering and construction of 20,000
S.F of new building including a 6500 SF Administration Building and 13,500 SF
Maintenance facility on a heavily wooded, 4 acre site.**

**The scope of construction included heavy clearing and grubbing, protection of
existing vegetation and trees, extensive site utilities including storm sewer, domestic
water, sanitary force main and lift station and asphalt parking and drives. Building
Construction consisted of cast in place concrete, casework, thermal and moisture
protection, insulation, metal doors and frames, wood doors, hardware, flooring,
painting, toilet accessories and specialties, Pre-Engineered steel buildings, Plumbing,
Mechanical and Electrical and Perimeter Site Fencing.**

**The scope of this project also included base and alternate Specialty Equipment
including Hydraulic Truck Lifts, Overhead Rail Mounted Crane, Oil and Lube
system, Truck Wash and alternate Emergency Generator System and Self Contained
Fuel Storage Systems.**

**The project included stabilization, limerock and asphalt drives, parking and
approaches.**

University of Central Florida

Continuing A & I (Alteration & Improvement)

Contract commencement, July 2001

Contract Current and On-Going

Cost of Contract varies up to \$ 1,000,000.00

**Mr. Russ Daberko / Project Manager University of Central Florida Orlando,
Florida**

Phone: 407-823-3041

Various projects and scopes of work from Site work and underground utility repairs to infrastructure , asphalt parking and paving, brick pavers, cast in place concrete and sidewalks, building demolition, interior tenant improvements inclusive of all construction divisions up to and including ground up construction on new facilities.

The scopes of the contracts all include working in extremely sensitive conditions with student populations present in and near the construction

The various projects individually can be cosidered as similar to both Shadow Bay and West Orange Maintenance Facility.

The sensitive nature of the working environment at UCF in such close proximity to the general public is of significance and similar to the working environment that will be encountered at Diamond Village.

The primary purpose for issuance of this reference is that the University of Central Florida trusts and has faith in MARBEK Constructors in and around the student population and is confident in our ability to perform various scope contracts through the performace of past projects up to the sum of \$ 1,000,000.00 which is significantly larger than either of the projects under consideration.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida

)

)ss

County of Orange

)

Rick A. Marchand

, being first duly sworn, deposes and says that:

(1) He is President, of MARBEC Constructors, Inc., 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: Rick A. MArchand

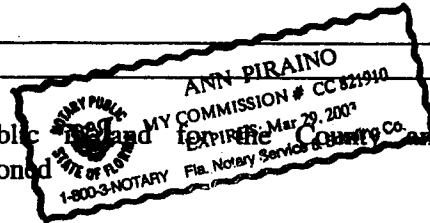
Title: President

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 8th day of Oct., 2003, by Rick Marchand who is personally known to me or who has produced _____ identification.

Print Name _____

Notary Public _____
Aforementioned _____ and State _____



My commission expires: _____

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

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

Date: 10/8/03

By: 

Print Name: Rick A. Marchand

Official Address:

Title: President

MARBEC Constructors, Inc.

513 W. Colonial Dr. Ste 7

Orlando, Fla. 32804

(Include Zip Code)

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