

CONSTRUCTION CONTRACTS

- 31. Award CC-1075-06/TRJ – Five Continuous Contracts for Public Works Minor Construction Projects with Costs less than \$1,000,000.00 to American Persian Engineers & Constructors, Inc. of Orlando (APEC); Central Florida Environmental Corp. of Longwood (CFE); AJC Construction, LLC. of Orlando (AJC); JCB Construction, Inc. of Orlando (JCB); and Southland Construction of Apopka (Southland) (Estimated value of \$5,000,000.00 combined per year).**

CC-1075-06/TRJ will provide for all labor, materials, equipment, coordination and incidentals necessary to furnish continuing construction services for Public Works minor projects with an estimated construction cost of less than \$1,000,000.00. The contract term will be three years, a one year base period and two one-year options. The options may be exercised at the sole discretion of the County. Contractors may request price adjustments at the time of renewal. Price adjustments will be made to the contract provided increases are adequately justified and found reasonable by the County.

This project was publicly advertised and the County received five responses. The Review Committee consisting of Antoine Khoury, Alan Ayash, and Eric Erickson evaluated the responses. Consideration was given to the firm's qualifications, experience and proposed costs.

The Review Committee recommends awarding contracts to the five lowest priced, responsive, responsible bidders, APEC, CFE, AJC, JCB and Southland. Authorization for performance of services by the Contractors under these contracts will be in the form of written Work Orders issued and executed by the County and signed by the Contractors. Each of the contractors will be allowed to propose on each work order. They may bid unit prices below their contract unit price, but may not bid higher. Each work order will be awarded to the contractor offering the lowest price that meets the County's schedule. When time is critical, the A + B method of evaluation may be utilized.

The work and dollar amount for each Work Order will be within the constraints of the Board approved budget and negotiated on an as-needed basis for each project. Each work order will be based on the specific project contemplated and will not exceed \$1,000,000.00. The estimated total annual amount is \$5,000,000 per year for all contracts combined.

Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreements 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.

PAGE: 1 of 2

BID NUMBER: CC-1075-06/TRJ

BID TITLE: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION PROJECTS

OPENING DATE: September 27, 2006, 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	American Persian Engineers & Constructors, Inc. 4436 Old Winter Garden Rd. Orlando, FL 32811 Jan Hine, Vice President Ph. 407-522-0350 Fx. 407-532-8332	Central Florida Environmental 740 Fl. Central Pkwy, Ste. 2032 Longwood, FL 32750 David Stalowy, President Ph. 407-834-6115 Fx. 407-834-6391	AJC Construction, LLC 8046A Presidents Dr. Orlando, FL 32809 Alexander Caputo, CFO Ph. 407-855-5572 Fx. 407-855-4922
GRAND TOTAL (100%)	83%	90.6%	88.2%
Bid Price (60%)	\$3,068.32 = 60%	\$3,088.86 = 59.6%	\$3,457.96 = 53.2%
General Project Experience- (40%)	23%	31%	35%
Bid Form/Acknowledgement of Addenda (4)	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Trench Safety Act Form	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes

Opened and Tabulated by: T. Jecks
POSTED: 09/28/06 Update 11/3/06

FINAL RESULTS AND RECOMMENDATION: CFE, AJC, JCB, Southland, APEC
BCC award date: December 12, 2006

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

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BID NUMBER: CC-1075-06/TRJ

BID TITLE: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION PROJECTS

OPENING DATE: September 27, 2006, 2:00 P.M.

PAGE: 2 of 2

ITEM DESCRIPTION	Response 4	Response 5	
	JCB Construction 800 West Gore Street Orlando, FL 32805 Gratten L. White, Jr., President Ph. (407) 425-9880 Fx. (407) 425-9972	Southland Construction 172 West Fourth Street Apopka, FL 32703 Daniel L. Carr, President Ph. 407-889-9844 Fx. 407-886-4348	
GRAND TOTAL (100%)	84.8%	83.4	
Bid Price (60%)	\$3,773.10 = 48.8%	\$3,800.45 = 48.4%	
General Project Experience - (40%)	36%	35%	
Bid Form/Acknowledgement of Addenda (4)	Yes	Yes	
Bidder Information Form	Yes	Yes	
Experience of Bidder	Yes	Yes	
Trench Safety Act Form	Yes	Yes	
Non-Collusion Affidavit	Yes	Yes	
Certificate of Nonsegregated Facility	Yes	Yes	

Opened and Tabulated by: T. Jecks

POSTED: 09/28/06 Update 11/3/06

FINAL RESULTS AND RECOMMENDATION: CFE, AJC, JCB, Southland, APEC

BCC award date: December 12, 2006

CONTRACTOR REFERENCES CC-1075-06/TRJ

10/19/2006

Contractor Name	Project Name	Owner Name	Contact Name	Phone No.	Rating	Points
AJC Construction	Anderson Pond	Orange Co Gov		407 855 5572	Excellent	5
	John Youg Parkway Seg 2	Orange Co Gov		407 855 5572	Good	3
	Northwestern Ave Erosion Control	Orange Co Gov		407 855 5572	Excellent	5
	Duo lakes	Orange Co Gov		407 855 5572	Very Good	4
	Windover Park	Orange Co. Gov.		407 855 5572	Excellent	5
	Kelly Park Hills	Orange Co. Gov.		407 855 5572	Excellent	5
	Slavia Road	Seminole Co. Public Works	Ken Mikenberg	407 665 5714	Very Good	4
	Holden Heights	Orange Co. Gov.	Charlyn Watts	321-436-0822	Very Good	4
JCB Construction, Inc.	UCF Campus Fire Main Protection-Orl.	University Bd of Regents	Jim Uhliv	407/823-6300	Very Good	4
	Mercy Drive	City of Orlando	Charles Ramdatt	407 246 3186	Excellent	5
	Meadowbrook Middle School	Beck Group	Dick Pirkle	407 629 5444	Excellent	5
	Colonial 9th Grade Center	Skanska	John Gusges	407 737 7239	Very Good	4
	Celery Ave	Seminole County Pub. Works	Bob Brown	407 665 5625	Excellent	5
	Apopka Zellwood Elem School	James A Commings	Rob Maphis	321 939 0583	Excellent	5
	Vineland Rd	City of Orlando	Al Campbell	321 229 0279	Excellent	5
	Metrowest Blvd	City of Orlando	Ben Gray	407 246 2754	Good	3
CFE Corporation	Blue Satellite Parking	GOAA	Daryll Wagoner	407 825 2466	Excellent	5
	CR 426 @ Geneva Wilderness	Seminole County Pub. Works	Steve Douglas	407 665 5690	Excellent	5
	Orange Blvd Bridge	Seminole County Pub. Works	Al Collock	404 665 5941	Good	3
	Horse Lover's Lane	Seminole County Pub. Works	Robert Walter	407 665 5753	Good	3
	Flagler Trail	Seminole County Pub. Works	Skip Greonveld	407 665 5759	Excellent	5
	Kissimmee Airport Sewer	City of Kissimmee		407 518 2254	Good	3
	Pine Street Improvements	City of Longwood	Amy Stevenson	407 260 3462	Very Good	4
	Magnolia Ave Improvements	City of Longwood	Amy Stevenson	407 260 3462	Good	3
A.P.E.C., Inc.	Stewart Ditch Drainage Improvements	Osceola County	Roscoe Friend	321 284 6120	Good***	3
	Construction Services for Traffic Calming	Orange County	Frank Yokiel	407 497 7699	Very Good	4
	Orange County Convention Center	Orange County	Carl Sjoberg	407 488 7037	Very Good	4
	Seminole Avenue, North Street Phase 1 & 2	Seminole County	Bob Brown	407 665 5625	Poor	0
	Old Howell Branch Rd SW	Seminole County	Dave Andrews	407 665 5716	Very Good	4
	Brisson Avenue SW	Seminole County	Eric Erickson	407 665 5768	Poor	0
	McCulloch Rd @ Lockwood Blvd	Seminole County	Terry Owens	407 665 5613	Very Good	4
	Dirt St. Paving DA-19	City of Kissimmee	Kenneth Barrett	407/518-2170	Very Good	4
Southland Construction	OOCEA 253B-06	OOCEA	Ben Dreiling	407 316 3800	Excellent	5
	Lake Mary Pedestrian Bridge	Seminole Co PW	Alan Ayash	407 665 2090	Very Good	4
	SR 19 Lake County	FDOT	Eric Jagggers	352 315 3100 x3	Very Good	4
	OOCEA 456 A	OOCEA	Ben Dreiling	407 316 3800	Excellent	5
	SR 441/Lincoln	FDOIT	Trent Carmichael	352 315 3100	Very Good	4
	SR 25 Slope Repair	FDOT	Eddie Ferris	352 315 3100	Very Good	4
	West Orange Trail Phase II	Orange Co	Julie Naditz	407 836 7949	Excellent	5
	Turnpike E8F88	Florida Turnpike Enterprise	Jason Stuart	407 264 3341	Very Good	4
						35

*** No call back from Ref. Good Rating is assumed.

C:\Adm\Contractor References.xls

Antoine Khoury

**PUBLIC WORKS MINOR PROJECTS CONTINUING CONSTRUCTION AGREEMENT
CONSTRUCTION COSTS LESS THAN \$1,000,000 (CC-1075-06/TRJ)**

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **AJC CONSTRUCTION**, duly authorized to conduct business in the State of Florida, whose address is 8046A Presidents Drive, Orlando, FL 32809, 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. Services. The COUNTY does hereby retain the CONTRACTOR to furnish continuing construction services for projects with estimated construction costs less than \$1,000,000 and in accordance with Project No. CC-1075-06/TRJ. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of the parties, may be extended for two (2) additional one (1) year terms. CONTRACTOR may request price adjustments at time of renewal. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered

therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A." Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by the CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the rate schedule attached as Exhibit "B." The total

amount of compensation paid to the CONTRACTOR under the terms of this Agreement shall not exceed the amount budgeted by the COUNTY for this project.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

Section 6. 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, 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 Contract.

(b) 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) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) 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.

Section 7. 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 including Work Orders.
- (b) Addenda.
- (c) Bid.

- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (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. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 8. 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 9. 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 10. 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:

County Public Works Director
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

FOR CONTRACTOR:

AJC CONSTRUCTION
Attn: Superintendent
8046A Presidents Drive
Orlando, FL 32809

Section 11. 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 12. 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 PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

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.

AJC CONSTRUCTION

Witness

By: _____

Print Name

ALEXANDER CAPUTO, President

Witness

Date: _____

Print Name

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____

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

CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/jjr
11/15/06
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Attachments:
Exhibit "A" - Sample Work Order
Exhibit "B" - Rate Schedule

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

CONTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (_____) calendar days after the date when the Work Order 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 (_____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

COUNTY)

(THIS SECTION TO BE COMPLETED BY THE

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

WITNESSES:

(Contracts Analyst, print name)

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA
By: _____
Peter W. Maley, Contracts Supervisor
Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) 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 DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) 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.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the 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.
 - ii. The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the 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.

f) PAYMENT PROCEDURES.

- (i) 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 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.
- (iii) 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 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 Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) 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, _____ (\$ _____) 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 froth above.
- (ii) 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work.

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION
PROJECTS – CONSTRUCTION COST LESS THAN \$1,000,000.00

COUNTY CONTRACT NO.: CC-1075-06/TRJ

Name of Bidder: AJC CONSTRUCTION, LLC

Mailing Address: 8046A PRESIDENTS DR

Street Address: 8046A PRESIDENTS DR

City/State/Zip: ORLANDO, FL 32809

Phone Number: (407) 855-5572

FAX Number: (407) 855-4922

Contractor's License # FDOT VENDOR # F9000000274001

E-Mail Address: schullercontract@aol.com

TO: Purchasing and Contracts Division of Seminole County, Florida

Addenda Nos. 1 through 4, on file at the Purchasing and Contracts 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 and Work Orders.

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 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.

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: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION PROJECTS – CONSTRUCTION COST LESS THAN \$1,000,000.00
COUNTY CONTRACT NO.: CC-1075-06/TRJ

TO: Board of County Commissioners
Seminole County, Florida

EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

Overall Evaluation Analysis: All contractors must be FDOT qualified to do the work on the attached list. Using a unique approach to projects of this nature, Public Works has given bid items weight multipliers (WM) based on how often the bid item is used. The WM for the bid items were assigned on the following basis:

Every project = 100 %
Often = 75 %
Somewhat Often = 50 %
Not Often = 25 %
Seldom = 5 %

The Contractor's bid price for each item = Percent x Unit Price x Approximate Quantity. The sum total of all bid items will be the bid price.

The bid will be awarded based on cumulative Point Score of 100%. Section I of the award will be 60%, and Section II award will be 40% which brings the total score to a maximum of 100 points.

Section I – Bid Price Award – Maximum 60 Points

Evaluated in accordance with the Procurement Code.

Section II – General Project Experience – Maximum 40 Points

Each Contractor will submit a list of 8 projects, along with a contract administrator name and phone number. These will be considered general references and these projects can be anywhere in Central Florida, (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). These projects must be different than those listed in Section III. The Contract Administrator will be asked to award one of the following grades:

<u>Excellent</u>	<u>Very Good</u>	<u>Good</u>	<u>Poor</u>
5 Points	4 Points	3 Points	0 Points

Section III – Award of Continuous Contract

The contractors scores will be totaled and a minimum of the four (4) highest scoring contractors will be awarded contracts. Each Work Order will then be awarded based on price and time depending on the requirement of the project. Where time is critical, the A + B Method will be used to evaluate Work Order quotes.

The contract will be for three (3) years, renewable every year with new prices. If the new prices or the performance of the contractor is not acceptable, the County can exercise termination of one or all contacts.

TOTAL PRICE =

Grand Total Price divided by Sum of Wt. Multiplier (100): \$ 3,457.96
(Maximum 60 Points of Bid Award) Numbers

THREE THOUSAND FOUR HUNDRED FIFTY SEVEN DOLLARS & 96/100 -

(IN WORDS)

The quantities indicated in the Bid Forms are for evaluation purposes and the County does not guarantee materials or quantities during the duration of the Contract.

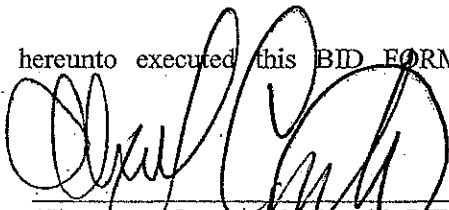
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Price stated above includes compensation for all Work, labor, permits, bonds, 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 and W-9
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug Free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 27th day of SEPT., 2006.

AJC CONSTRUCTION, LLC
(Name of BIDDER)


(Signature of person signing this BID FORM)

ALEXANDER CAPUTO
(Printed name of person signing this BID FORM)

CHIEF FINANCIAL OFFICER
(Title of person signing this BID FORM)

Continuous Construction Services for 2007 Under \$ 1,000,000

Updated 6-30-06

CC-1075-06/TRJ

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Max. for Sidewalk, 10% Max. for Roadway of Total Unit Price Bid, excluding Mobilization, M.O.T. and Cleaning and Grubbing pay items)	LS				
102-1	Maintenance of Traffic (5% Maximum of Total Unit Price Bid, excluding Mobilization, M.O.T. and Cleaning and Grubbing pay items)	TS				
102-14	Traffic Control Officer	MH	5%	8	\$ 50.00	\$ 20.00
102-60	Signs, Work Zone	ED	100%	240	\$ 2.00	\$ 480.00
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 1.00	\$ 1,600.00
102-74-2	Barricade (Temporary) (Type III) (6')	ED	25%	800	\$ 2.50	\$ 500.00
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 50.00	\$ 200.00
102-77	Hi Intensity Flashing Lights (Temporary-Type B)	ED	100%	80	\$ 2.00	\$ 160.00
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 75.00	\$ 105.00
104-4	Mowing	AC	5%	1	\$ 400.00	\$ 20.00
104-10-2	Synthetic Bales	LF	5%	4	\$ 50.00	\$ 10.00
104-11	Turbidity Barrier, Floating	LF	25%	40	\$ 15.00	\$ 150.00
104-12	Turbidity Barrier, Staked	LF	50%	40	\$ 10.00	\$ 200.00
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 3.00	\$ 2,400.00
110-1-1	Cleaning and Grubbing (5% Maximum of Total Unit Price Bid, excluding Mobilization, M.O.T. and Cleaning and Grubbing pay items)	LS				
110-4	Pavement, Removal of Existing Concrete	SY	20%	300	\$ 55.00	\$ 3,300.00
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 200.00	\$ 200.00
120-1	Excavation, Regular	CY	100%	300	\$ 17.00	\$ 5,100.00
120-2	Excavation, Borrow	CY	100%	200	\$ 15.00	\$ 3,000.00
120-3	Excavation, Lateral Ditch	CY	5%	400	\$ 17.00	\$ 340.00
120-5	Excavation, Channel	CY	5%	400	\$ 22.00	\$ 440.00
120-6	Embankment	CY	25%	100	\$ 27.00	\$ 675.00
121-70	Flowable Fill	CY	5%	25	\$ 250.00	\$ 312.50
145-1	Geosynthetic Reinforced Soil Slopes	SF	5%	500	\$ 10.00	\$ 250.00
145-2	Geosynthetic Reinforced Foundations over Soft Soils	SY	25%	50	\$ 100.00	\$ 1,250.00
160-4	Stabilization, Type B (12")	SY	50%	900	\$ 6.00	\$ 2,700.00
162-1-11	Prepared Soil Layer (Finish Soil Layer) (6")	SY	25%	500	\$ 2.50	\$ 312.50
285-701	Base, Optional (Base Group 01)	SY	25%	100	\$ 33.00	\$ 825.00
285-704	Base, Optional (Base Group 04)	SY	25%	100	\$ 35.00	\$ 875.00
285-706	Base, Optional (Base Group 06)	SY	25%	100	\$ 30.00	\$ 750.00
285-709	Base, Optional (Base Group 09)	SY	75%	150	\$ 40.00	\$ 4,500.00

Continuous Construction Services for 2007 Under \$ 1,000,000

Updated 6-30-06

CC-1075-06/TRJ

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
285-712	Base, Optional (Base Group 12)	SY	25%	100	\$ 65.00	\$ 1,625.00
325-75	Asphalt Surface, Reworking Existing	SY	5%	25		
327-70-1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	25%	120	\$ 22.00	\$ 660.00
327-70-4	Milling Existing Asphalt Pavement (3" Avg. Depth)	SY	5%	200	\$ 22.00	\$ 220.00
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	5%	200	\$ 22.00	\$ 220.00
331-2	Asphaltic Concrete, Type S	TN	75%	300	\$ 200.00	\$ 45,000.00
337-7-2	Asph. Concrete Friction Course (Inc. Bit) (Rubber) (FC-2 - 60 lb./SY)	TN	100%	100	\$ 250.00	\$ 25,000.00
337-7-3	Asph. Concrete Friction Course (Inc. Bit) (Rubber) (FC-3 - 110 lb./SY)	TN	75%	200	\$ 250.00	\$ 37,500.00
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 250.00	\$ 625.00
350-1-1	Cement Concrete Pavement (Plain) (6")	SY	5%	25	\$ 45.00	\$ 56.25
350-1-2	Cement Concrete Pavement (Plain) (7")	SY	5%	25	\$ 55.00	\$ 68.75
350-1-3	Cement Concrete Pavement (Plain) (8")	SY	5%	25	\$ 65.00	\$ 81.25
350-2-1	Cement Concrete Pavement (Reinforced) (6")	SY	5%	25	\$ 65.00	\$ 81.25
350-2-2	Cement Concrete Pavement (Reinforced) (7")	SY	5%	25	\$ 70.00	\$ 87.50
350-2-3	Cement Concrete Pavement (Reinforced) (8")	SY	5%	25	\$ 75.00	\$ 93.75
400-1-1	Concrete, Class I (Culverts)	CY	5%	10	\$ 800.00	\$ 400.00
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 700.00	\$ 1,470.00
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 800.00	\$ 800.00
400-1-15	Concrete, Class I (Miscellaneous)	CY	5%	10	\$ 800.00	\$ 400.00
400-2-2	Concrete, Class II (Endwalls)	CY	5%	42	\$ 800.00	\$ 1,680.00
400-2-10	Concrete, Class II (Approach Slabs / Abutments)	CY	5%	10	\$ 800.00	\$ 400.00
415-1-1	Reinforcing Steel (Roadway)	LB	5%	100	\$ 2.50	\$ 12.50
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 3.50	\$ 17.50
425-1-311	Inlets, (Curb Type P-1) (<10')	EA	5%	2	\$ 4,000.00	\$ 400.00
425-1-321	Inlets, (Curb Type P-2) (<10')	EA	5%	2	\$ 4,000.00	\$ 400.00
425-1-351	Inlets, (Curb Type P-5) (<10')	EA	5%	2	\$ 4,500.00	\$ 450.00
425-1-361	Inlets, (Curb Type P-6) (<10')	EA	5%	2	\$ 4,500.00	\$ 450.00
425-1-521	Inlets, (DT Bot Type C) (<10')	EA	5%	2	\$ 2,200.00	\$ 220.00
425-1-541	Inlets, (DT Bot Type D) (<10')	EA	5%	2	\$ 2,500.00	\$ 250.00
425-1-551	Inlets, (DT Bot Type E) (<10')	EA	5%	2	\$ 3,000.00	\$ 300.00
425-1-910	Inlets, (Closed Flume)	EA	5%	2	\$ 2,500.00	\$ 250.00
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 2,500.00	\$ 250.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 500.00	\$ 50.00

Continuous Construction Services for 2007 Under \$ 1,000,000

Updated 6-30-06

CC-1075-06/TRJ

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
425-5	Manholes, (Adjust)	EA	5%	2	\$ 1,800.00	\$ 180.00
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 1,000.00	\$ 100.00
430-1-321	Pipe Culvert, Concrete (Class III) (12")	LF	5%	24	\$ 50.00	\$ 60.00
430-1-323	Pipe Culvert, Concrete (Class III) (15")	LF	5%	24	\$ 60.00	\$ 72.00
430-1-325	Pipe Culvert, Concrete (Class III) (18")	LF	5%	24	\$ 65.00	\$ 78.00
430-1-329	Pipe Culvert, Concrete (Class III) (24")	LF	25%	32	\$ 75.00	\$ 600.00
430-1-338	Pipe Culvert, Concrete (Class III) (36")	LF	5%	32	\$ 80.00	\$ 128.00
430-1-340	Pipe Culvert, Concrete (Class III) (42")	LF	5%	40	\$ 90.00	\$ 180.00
430-1-341	Pipe Culvert, Concrete (Class III) (48")	LF	5%	40	\$ 110.00	\$ 220.00
430-14-101	Pipe Culvert, Elliptical Concrete (Class HE-III) (12"x 18")	LF	5%	32	\$ 45.00	\$ 72.00
430-14-102	Pipe Culvert, Elliptical Concrete (Class HE-III) (14"x 23")	LF	5%	32	\$ 55.00	\$ 88.00
430-14-103	Pipe Culvert, Elliptical Concrete (Class HE-III) (19"x 30")	LF	5%	50	\$ 60.00	\$ 150.00
430-14-105	Pipe Culvert, Elliptical Concrete (Class HE-III) (29"x 45")	LF	5%	64	\$ 70.00	\$ 224.00
430-14-108	Pipe Culvert, Elliptical Concrete (Class HE-III) (34"x 53")	LF	5%	80	\$ 110.00	\$ 440.00
430-14-109	Pipe Culvert, Elliptical Concrete (Class HE-III) (38"x 60")	LF	5%	80	\$ 150.00	\$ 600.00
430-14-112	Pipe Culvert, Elliptical Concrete (Class HE-III) (48"x 76")	LF	5%	80	\$ 250.00	\$ 1,000.00
430-612-125	U-Endwall (Grate) (1:4 Slope)(18")	EA	5%	2	\$ 3,000.00	\$ 300.00
430-612-129	U-Endwall (Grate) (1:4 Slope) (24")	EA	5%	2	\$ 4,000.00	\$ 400.00
430-961-213	Pipe Culvert, PVC (Schedule 40) (Not Encased) (4")	LF	5%	30	\$ 35.00	\$ 52.50
430-961-216	Pipe Culvert, PVC (Schedule 40) (Not Encased) (6")	LF	5%	30	\$ 40.00	\$ 60.00
430-98-121	Mitered End Section, (Polyethylene Pipe) (12")	EA	5%	24	\$ 500.00	\$ 600.00
430-98-123	Mitered End Section, (Polyethylene Pipe) (15")	EA	25%	24	\$ 600.00	\$ 3,600.00
430-98-125	Mitered End Section, (Polyethylene Pipe) (18")	EA	25%	24	\$ 600.00	\$ 3,600.00
430-98-129	Mitered End Section, (Polyethylene Pipe) (24")	EA	25%	24	\$ 600.00	\$ 3,600.00
430-98-133	Mitered End Section, (Polyethylene Pipe) (30")	EA	25%	30	\$ 900.00	\$ 6,750.00
430-98-138	Mitered End Section, (Polyethylene Pipe) (36")	EA	5%	30	\$ 1,200.00	\$ 1,800.00
430-98-221	Mitered End Section, (Concrete Pipe Round) (12")	EA	25%	2	\$ 600.00	\$ 300.00
430-98-223	Mitered End Section, (Concrete Pipe Round) (15")	EA	5%	2	\$ 600.00	\$ 60.00
430-98-225	Mitered End Section, (Concrete Pipe Round) (18")	EA	25%	2	\$ 1,000.00	\$ 500.00
430-98-229	Mitered End Section, (Concrete Pipe Round) (24")	EA	25%	2	\$ 1,200.00	\$ 600.00
430-98-238	Mitered End Section, (Concrete Pipe Round) (36")	EA	5%	2	\$ 2,000.00	\$ 200.00
430-98-402	Mitered End Section, (Concrete Pipe Elliptical) (14"x 23")	EA	5%	2	\$ 1,000.00	\$ 100.00
430-98-403	Mitered End Section, (Concrete Pipe Elliptical) (19"x 30")	EA	5%	2	\$ 1,200.00	\$ 120.00

Continuous Construction Services for 2007 Under \$ 1,000,000

Updated 6-30-06

CC-1075-06/TRJ

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
430-98-405	Mitered End Section, (Concrete Pipe Elliptical) (29"x 45")	EA	5%	2	\$ 2,000.00	\$ 200.00
430-99-21	Pipe Culvert, Polyethylene (12")	LF	5%	24	\$ 21.00	\$ 25.20
430-99-23	Pipe Culvert, Polyethylene (15")	LF	25%	24	\$ 22.00	\$ 132.00
430-99-25	Pipe Culvert, Polyethylene (18")	LF	25%	24	\$ 25.00	\$ 150.00
430-99-27	Pipe Culvert, Polyethylene (24")	LF	25%	30	\$ 30.00	\$ 225.00
430-99-29	Pipe Culvert, Polyethylene (30")	LF	25%	30	\$ 40.00	\$ 300.00
430-99-31	Pipe Culvert, Polyethylene (36")	LF	5%	32	\$ 50.00	\$ 80.00
440-1-30	Underdrain (Type III) (8")	LF	5%	800	\$ 40.00	\$ 1,600.00
440-73-3	Underdrain Outlet Pipe (8")	LF	5%	20	\$ 40.00	\$ 40.00
440-77-3	Underdrain Cleanout (8")	EA	5%	5	\$ 250.00	\$ 62.50
514-71	Plastic Filter Fabric	SY	5%	50	\$ 15.00	\$ 37.50
515-1-22	Pipe Handrail-Guiderail (Aluminum) (42" Double Rail) (Green)	LF	25%	120	\$ 63.00	\$ 1,890.00
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 95.00	\$ 570.00
515-2-301	Pedestrian / Bicycle Railing (Aluminum) (42" Picket) (Green)	LF	5%	550	\$ 80.00	\$ 2,200.00
515-2-302	Pedestrian / Bicycle Railing (Aluminum) (54" Picket) (Green)	LF	5%	550	\$ 105.00	\$ 2,887.50
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	\$ 25.00	\$ 312.50
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	\$ 25.00	\$ 625.00
520-2-1	Curb Concrete (Type A)	LF	25%	400	\$ 25.00	\$ 2,500.00
520-2-4	Curb Concrete (Type D)	LF	25%	400	\$ 25.00	\$ 2,500.00
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 25.00	\$ 62.50
520-3	Valley Gutter, Concrete	LF	5%	50	\$ 40.00	\$ 100.00
520-5-11	Traffic Separator, Concrete (Type I) (4' Wide)	LF	5%	100	\$ 40.00	\$ 200.00
520-5-12	Traffic Separator, Concrete (Type I) (6' Wide)	LF	5%	100	\$ 50.00	\$ 250.00
522-1	Sidewalk, Concrete (4" Thick)	SY	75%	1600	\$ 40.00	\$ 48,000.00
522-2	Sidewalk, Concrete (6" Thick)	SY	75%	10	\$ 50.00	\$ 375.00
522-3	Sidewalk, Concrete (4" Thick) (FiberMesh Reinforced)	SY	75%	800	\$ 55.00	\$ 33,000.00
522-4	Sidewalk, Concrete (6" Thick) (FiberMesh Reinforced)	SY	75%	10	\$ 65.00	\$ 487.50
523-1-1	Pavement / Textured Pavement (Over Asphalt)	SY	5%	250		
523-1-2	Pavement / Textured Pavement (Over Concrete)	SY	5%	250		
525-1	Asphaltic Concrete Curb	LF	5%	250	\$ 25.00	\$ 312.50
527-1	Applied Warning on Walking Surface (Retrofit) (Preformed Thermoplastic)	SF	50%	8	\$ 50.00	\$ 200.00
530-1	RipRap (Sand Cement)	CY	10%	40	\$ 100.00	\$ 400.00
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 200.00	\$ 200.00

Continuous Construction Services for 2007 Under \$ 1,000,000

Updated 6-30-06

CC-1075-06/TRJ

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
530-3-4	RipRap (Rubble) (Ditch Lining)	TN	25%	20	\$ 150.00	\$ 750.00
530-76-2	Gabion Mat (9" Thick)	SY	5%	500	\$ 350.00	\$ 8,750.00
530-77-2	Gabion Basket (36" Thick)	SY	5%	1000	\$ 500.00	\$ 25,000.00
530-78	RipRap (Articulating Block)	SY	15%	200	\$ 250.00	\$ 7,500.00
536-1-1	Guardrail (Roadway)	LF	25%	250	\$ 40.00	\$ 2,500.00
536-2	Guardrail (Shop-Bent Panels)	LF	5%	50	\$ 40.00	\$ 100.00
536-7	Guardrail Post, Special	EA	5%	6	\$ 250.00	\$ 75.00
536-73	Guardrail Removal	LF	10%	250	\$ 5.00	\$ 125.00
536-85-22	Guardrail End Anchorage Assembly (Flared)	EA	10%	4	\$ 2,300.00	\$ 920.00
536-85-24	Guardrail End Anchorage Assembly (Parallel)	EA	10%	2	\$ 2,700.00	\$ 540.00
536-85-25	Guardrail End Anchorage Assembly (Type II)	EA	10%	2	\$ 2,200.00	\$ 440.00
536-85-26	Guardrail End Anchorage Assembly (Type CRT)	EA	10%	2	\$ 3,000.00	\$ 600.00
538-1	Guardrail Reset	LF	5%	2	\$ 50.00	\$ 5.00
547-70-1	RipRap, Fabric Formed Concrete (8" Filter Points)	SY	10%	50	\$ 75.00	\$ 375.00
550-10-110	Fencing (Type A) (5' Height) (Standard)	LF	5%	200	\$ 10.00	\$ 100.00
550-10-220	Fencing (Type B) (6' Height) (Standard)	LF	5%	200	\$ 15.00	\$ 150.00
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 10.00	\$ 100.00
550-60-111	Fence Gate (Type A) (Single) (6' Opening)	EA	5%	2	\$ 750.00	\$ 75.00
550-60-123	Fence Gate (Type A) (Double) (12.1' - 18' Opening)	EA	5%	2	\$ 1,500.00	\$ 150.00
550-60-223	Fence Gate (Type B) (Double) (12.1' - 18' Opening)	EA	5%	2	\$ 1,500.00	\$ 150.00
550-60-234	Fence Gate (Type B) (Sliding/Cantilever) (18.1' - 20' Opening)	EA	5%	2	\$ 3,000.00	\$ 300.00
570-2	Seeding & Mulching	SY	5%	300	\$ 2.50	\$ 37.50
570-5	Fertilizer	TN/10	5%	1	\$ 400.00	\$ 10.00
570-9	Water for Grass	MG	5%	2	\$ 250.00	\$ 25.00
571-1-1	Plastic Erosion Mat (Turf Reinforcement Mat)	SY	5%	250	\$ 6.00	\$ 75.00
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 4.00	\$ 6,000.00
575-1-3	Sodding (Argentia Bahia)	SY	25%	500	\$ 4.00	\$ 500.00
575-1-4	Sodding (St. Augustine)	SY	100%	1500	\$ 5.00	\$ 7,500.00
577-70	Reworking Shoulder	SY	5%	50	\$ 7.00	\$ 17.50
630-1-12	Conduit - Signals (Furnish & Install) (Underground)	LF	5%	50	\$ 6.00	\$ 15.00
630-1-14	Conduit - Signals (Furnish & Install) (Underground - Jacked)	LF	5%	30	\$ 20.00	\$ 30.00
635-1-11	Pull & Junction Boxes (Furnish & Install) (Pull Box)	EA	5%	10	\$ 300.00	\$ 150.00
660-2-101	Loop Assembly, (Furnish & Install) (Type A)	AS	5%	8	\$ 2,000.00	\$ 800.00

Continuous Construction Services for 2007 Under \$ 1,000,000

Updated 6-30-06

CC-1075-06/TRJ

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
660-2-102	Loop Assembly, (Furnish & Install) (Type B)	AS	5%	4	\$ 2,000.00	\$ 400.00
660-2-106	Loop Assembly, (Furnish & Install) (Type F)	AS	5%	6	\$ 2,000.00	\$ 600.00
660-4-4	Loop Material, (AWG #14 Lead-in Cable)	LF	5%	440	\$ 2.00	\$ 44.00
690-32-1	Pole Removal (Shallow) (Direct Burial)	EA	5%	2	\$ 250.00	\$ 25.00
690-32-2	Pole Removal (Shallow) (Bolt on Attachment)	EA	5%	2	\$ 250.00	\$ 25.00
690-33-1	Pole Removal (Deep) (Direct Burial)	EA	5%	2	\$ 400.00	\$ 40.00
690-33-2	Pole Removal (Deep) (Bolt on Attachment)	EA	5%	2	\$ 500.00	\$ 50.00
690-50	Controller Assembly, Remove	EA	5%	1	\$ 600.00	\$ 30.00
690-80	Span Wire Assembly, Remove	EA	5%	1	\$ 200.00	\$ 10.00
690-90	Conduit & Cabling, Remove	PI	5%	2	\$ 200.00	\$ 20.00
700-40-1	Sign, Single Post (Less than 12 SF)	AS	5%	4	\$ 375.00	\$ 75.00
700-40-2	Sign, Single Post (12-25 SF)	AS	5%	2	\$ 1,200.00	\$ 120.00
700-46-11	Sign, Existing (Remove) (Single Post)	AS	5%	3	\$ 45.00	\$ 6.75
700-46-21	Sign, Existing (Relocate) (Single Post)	AS	5%	1	\$ 150.00	\$ 7.50
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	\$ 1,200.00	\$ 240.00
700-48-18	Sign Panel (Furnish & Install) (15 SF or Less)	EA	5%	4	\$ 550.00	\$ 110.00
700-48-19	Sign Panel (F & I) (16 - 100 SF)	EA	5%	4	\$ 4,000.00	\$ 800.00
705-1	Delineator, Single Unit	EA	5%	20	\$ 25.00	\$ 25.00
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 60.00	\$ 60.00
706-3	Marker Pavement Retro-Reflective	EA	75%	100	\$ 9.00	\$ 675.00
710-5-1	Guide Lines, (Paint / Dotted) (White)	LF	50%	66	\$ 2.00	\$ 66.00
710-5-2	Guide Lines, (Paint / Dotted) (Yellow)	LF	50%	66	\$ 2.00	\$ 66.00
710-6	Directional Arrows, Painted	EA	50%	9	\$ 150.00	\$ 675.00
710-7	Pavement Messages, Painted	EA	50%	4	\$ 175.00	\$ 350.00
710-11	Paint, Remove Existing Markings	SF	10%	250	\$ 5.00	\$ 125.00
710-25-61	Traffic Stripe, Solid (White/Black/Blue) (6")	LF	50%	100	\$ 3.00	\$ 150.00
710-25-81	Traffic Stripe, Solid (White/Black/Blue) (8")	LF	20%	100	\$ 3.00	\$ 60.00
710-25-121	Traffic Stripe, Solid (White/Black/Blue) (12")	LF	20%	100	\$ 4.00	\$ 80.00
710-25-181	Traffic Stripe, Solid (White/Black/Blue) (18")	LF	20%	100	\$ 5.00	\$ 100.00
710-25-241	Traffic Stripe, Solid (White/Black/Blue) (24")	LF	50%	100	\$ 6.00	\$ 300.00
710-26-61	Traffic Stripe, Solid (Yellow) (6")	LF	50%	100	\$ 2.00	\$ 100.00
710-26-181	Traffic Stripe, Solid (Yellow) (18")	LF	50%	200	\$ 4.00	\$ 400.00
710-27	Skip Traffic Stripe, (White/Black/Blue)	LF	5%	150	\$ 2.50	\$ 18.75

Continuous Construction Services for 2007 Under \$ 1,000,000

Updated 6-30-06

CC-1075-06/TRJ

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
710-28	Skip Traffic Stripe, (Yellow)	LF	25%	150	\$ 2.50	\$ 93.75
710-29	Reflective Paint (Island Nose) (White)	SY	50%	16	\$ 30.00	\$ 240.00
710-30	Reflective Paint (Island Nose) (Yellow)	SY	50%	50	\$ 30.00	\$ 750.00
711-11-121	Thermoplastic (Standard) (White) (Solid) (6")	LF	75%	100	\$ 3.00	\$ 225.00
711-11-122	Thermoplastic (Standard) (White) (Solid) (8")	LF	5%	100	\$ 4.00	\$ 20.00
711-11-123	Thermoplastic (Standard) (White) (Solid) (12")	LF	5%	100	\$ 5.00	\$ 25.00
711-11-124	Thermoplastic (Standard) (White) (Solid) (18")	LF	5%	100	\$ 6.00	\$ 30.00
711-11-125	Thermoplastic (Standard) (White) (Solid) (24")	LF	50%	100	\$ 8.00	\$ 400.00
711-11-141	Thermoplastic (Standard) (White) (Skip) (6")	LF	5%	100	\$ 4.00	\$ 20.00
711-11-151	Thermoplastic (Standard) (White) (Dotted / Guideline) (6")	LF	50%	100	\$ 4.00	\$ 200.00
711-11-160	Thermoplastic (Standard) (White) (Message)	EA	50%	4	\$ 4.00	\$ 8.00
711-11-170	Thermoplastic (Standard) (White) (Arrows)	EA	50%	9	\$ 120.00	\$ 540.00
711-11-221	Thermoplastic (Standard) (Yellow) (Solid) (6")	LF	75%	100	\$ 3.00	\$ 225.00
711-11-222	Thermoplastic (Standard) (Yellow) (Solid) (8")	LF	5%	100	\$ 4.00	\$ 20.00
711-11-223	Thermoplastic (Standard) (Yellow) (Solid) (12")	LF	5%	100	\$ 5.00	\$ 25.00
711-11-224	Thermoplastic (Standard) (Yellow) (Solid) (18")	LF	50%	100	\$ 6.00	\$ 300.00
711-11-225	Thermoplastic (Standard) (Yellow) (Solid) (24")	LF	5%	100	\$ 5.00	\$ 25.00
711-11-241	Thermoplastic (Standard) (Yellow) (Skip) (6")	LF	5%	100	\$ 4.00	\$ 20.00
711-17	Thermoplastic (Remove)	SF	25%	50	\$ 5.00	\$ 62.50
999-700-404	Sign Post (Powder Coated Aluminum) (4" x 4") (6 - 9' Length)	EA	5%	6	\$ 400.00	\$ 120.00
999-700-406	Mile Marker Post (Powder Coated Aluminum) (6" x 6") (3 - 6' Length)	EA	5%	6	\$ 400.00	\$ 120.00
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	5%	60		
999-550-141	Fencing (Vinyle) (3-Rail) (5')	LF	5%	500	\$ 15.00	\$ 375.00
999-550-142	Fencing (Vinyle) (Privacy) (6')	LF	5%	500	\$ 20.00	\$ 500.00
999-550-151	Fencing (Wood) (Split 2-Rail) (5')	LF	5%	500	\$ 10.00	\$ 250.00
999-550-152	Fencing (Wood) (Privacy) (6')	LF	5%	500	\$ 15.00	\$ 375.00
Total				1		\$345,796.20

Total Bid price = Total Bid Price/100

1

\$3,457.96

**PUBLIC WORKS MINOR PROJECTS CONTINUING CONSTRUCTION AGREEMENT
CONSTRUCTION COSTS LESS THAN \$1,000,000 (CC-1075-06/TRJ)**

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **APEC**, duly authorized to conduct business in the State of Florida, whose address is 4436 Old Winter Garden Road, Orlando, FL 32811, 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. Services. The COUNTY does hereby retain the CONTRACTOR to furnish continuing construction services for projects with estimated construction costs less than \$1,000,000 and in accordance with Project No. CC-1075-06/TRJ. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of the parties, may be extended for two (2) additional one (1) year terms. CONTRACTOR may request price adjustments at time of renewal. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered

therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A." Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by the CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the rate schedule attached as Exhibit "B." The total

amount of compensation paid to the CONTRACTOR under the terms of this Agreement shall not exceed the amount budgeted by the COUNTY for this project.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

Section 6. 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, 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 Contract.

(b) 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) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) 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.

Section 7. 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 including Work Orders.
- (b) Addenda.
- (c) Bid.

- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (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. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 8. 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 9. 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 10. 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:

County Public Works Director
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

FOR CONTRACTOR:

APEC's Superintendent
4436 Old Winter Garden Road
Orlando, FL 32811

Section 11. 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 12. 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 PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

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.

APEC

Witness

Print Name

Witness

Print Name

By: _____

JAN HINE, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____

CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AC/jjr
11/15/06
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Attachments:

- Exhibit "A" - Sample Work Order
- Exhibit "B" - Rate Schedule

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

CONTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (____) calendar days after the date when the Work Order 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 (____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

COUNTY)

(THIS SECTION TO BE COMPLETED BY THE

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

WITNESSES:

(Contracts Analyst, print name)

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA
By: _____
Peter W. Maley, Contracts Supervisor

(Contracts Analyst, print name)

Date: _____

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) 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 DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) 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.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the 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.
 - ii. The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the 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.

f) PAYMENT PROCEDURES.

- (i) 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 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.
- (iii) 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 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 Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) 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, _____ (\$_____) 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 froth above.
- (ii) 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work.

BID FORM

COPY

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION
PROJECTS - CONSTRUCTION COST LESS THAN \$1,000,000.00

COUNTY CONTRACT NO.: CC-1075-06/TRJ

Name of Bidder: American Persian Engineers and Constructors, Inc.

Mailing Address: 4436 Old Winter Garden Road

Street Address: 4436 Old Winter Garden Road

City/State/Zip: Orlando, Florida 32811

Phone Number: (407-522-0530)

FAX Number: (407-532-8332)

Contractor's License # CGC060385

E-Mail Address: majid@apec.us

TO: Purchasing and Contracts Division of Seminole County, Florida

Addenda Nos. 1 through 4, on file at the Purchasing and Contracts 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 and Work Orders.

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 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.

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: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION PROJECTS - CONSTRUCTION COST LESS THAN \$1,000,000.00
COUNTY CONTRACT NO.: CC-1075-06/TRJ

TO: Board of County Commissioners
Seminole County, Florida

EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

Overall Evaluation Analysis: All contractors must be FDOT qualified to do the work on the attached list. Using a unique approach to projects of this nature, Public Works has given bid items weight multipliers (WM) based on how often the bid item is used. The WM for the bid items were assigned on the following basis:

Every project = 100 % Often
= 75 % Somewhat Often =
50 % Not Often = 25 %
Seldom = 5 %

The Contractor's bid price for each item = Percent x Unit Price x Approximate Quantity. The sum total of all bid items will be the bid price.

The bid will be awarded based on cumulative Point Score of 100%. Section I of the award will be 60%, and Section II award will be 40% which brings the total score to a maximum of 100 points.

Section I - Bid Price Award - Maximum 60 Points

Evaluated in accordance with the Procurement Code.

Section II — General Project Experience - Maximum 40 Points

Each Contractor will submit a list of 8 projects, along with a contract administrator name and phone number. These will be considered general references and these projects can be anywhere in Central Florida, (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). These projects must be different than those listed in Section III. The Contract Administrator will be asked to award one of the following grades:

Excellent
5 Points

Very Good
4 Points

Good
3 Points

Poor
0 Points

Section III - Award of Continuous Contract

The contractors scores will be totaled and a minimum of the four (4) highest scoring contractors will be awarded contracts. Each Work Order will then be awarded based on price and time depending on the requirement of the project. Where time is critical, the A + B Method will be used to evaluate Work Order quotes.

The contract will be for three (3) years, renewable every year with new prices. If the new prices or the performance of the contractor is not acceptable, the County can exercise termination of one or all contracts.

TOTAL PRICE =

Grand Total Price divided by Sum of Wt. Multiplier (100): S 3,068.32
(Maximum 60 Points of Bid Award)

Numbers

Three Thousand Sixty Eight Dollars and Thirty Two Cents

(IN WORDS)

The quantities indicated in the Bid Forms are for evaluation purposes and the County does not guarantee materials or quantities during the duration of the Contract.

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 Price 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.

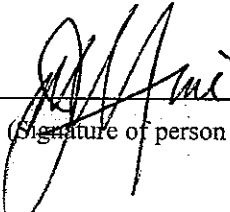
The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.
Section 00150 - Trench Safety Act Form
Section 00160 - Bidder Information Forms and W-9
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00330 - Drug Free Workplace Form
Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 27 day of September, 2006

American Persian Engineers and Constructors, Inc.

(Name of BIDDER)



(Signature of person signing this BID FORM)

Jon Hine

(Printed name of person signing this BID FORM)

Vice-President

(Title of person signing this BID FORM)

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Max. for Sidewalk, 10% Max. for Roadway) of Total Unit Price Bid, excluding Mobilization, MOT and Cleaning and Grubbing pay items.	LS				
102-1	Maximum of Traffic (8% Maximum of Total Unit Price Bid, excluding Mobilization, MOT and Cleaning and Grubbing pay items).	ES				
102-14	Traffic Control Officer	MH	5%	8	\$ 100.00	\$ 40.00
102-60	Signs, Work Zone	ED	100%	240	\$ 1.00	\$ 240.00
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 1.00	\$ 1,600.00
102-74-2	Barricade (Temporary) (Type III) (6')	ED	25%	800	\$ 1.50	\$ 300.00
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 25.00	\$ 100.00
102-77	Hi Intensity Flashing Lights (Temporary-Type B)	ED	100%	80	\$ 2.00	\$ 160.00
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 50.00	\$ 70.00
104-4	Mowing	AC	5%	1	\$ 500.00	\$ 25.00
104-10-2	Synthetic Bales	LF	5%	4	\$ 50.00	\$ 10.00
104-11	Turbidity Barrier, Floating	LF	25%	40	\$ 25.00	\$ 250.00
104-12	Turbidity Barrier, Staked	LF	50%	40	\$ 25.00	\$ 500.00
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 2.00	\$ 1,600.00
110-1	Cleaning and Grubbing (8% Maximum of Total Unit Price Bid, excluding Mobilization, MOT and Cleaning and Grubbing pay items).	LS				
110-4	Pavement, Removal of Existing Concrete	SY	20%	300	\$ 75.00	\$ 4,500.00
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 250.00	\$ 250.00
120-1	Excavation, Regular	CY	100%	300	\$ 12.00	\$ 3,600.00
120-2-2	Excavation, Borrow (Truck Measure)	CY	100%	200	\$ 12.00	\$ 2,400.00
120-3	Excavation, Lateral Ditch	CY	5%	400	\$ 15.00	\$ 300.00
120-5	Excavation, Channel	CY	5%	400	\$ 15.00	\$ 300.00
120-6	Embankment	CY	25%	100	\$ 20.00	\$ 500.00
121-70	Flowable Fill	CY	5%	25	\$ 150.00	\$ 187.50
145-1	Geosynthetic Reinforced Soil Slopes	SF	5%	500	\$ 5.00	\$ 125.00
145-2	Geosynthetic Reinforced Foundations over Soft Soils	SY	25%	50	\$ 50.00	\$ 625.00
160-4	Stabilization, Type B (12")	SY	50%	900	\$ 10.00	\$ 4,500.00
162-1-11	Prepared Soil Layer (Finish Soil Layer) (6")	SY	25%	500	\$ 5.00	\$ 625.00
285-701	Base, Optional (Base Group 01)	SY	25%	100	\$ 15.00	\$ 375.00
285-704	Base, Optional (Base Group 04)	SY	25%	100	\$ 20.00	\$ 500.00
285-706	Base, Optional (Base Group 06)	SY	25%	100	\$ 25.00	\$ 625.00
285-709	Base, Optional (Base Group 09)	SY	75%	150	\$ 25.00	\$ 2,812.50

Continuous Construction Services for 2007 Under \$ 1,000,000

Updated 6-30-06

CC-1075-06/TRJ

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
285-712	Base, Optional (Base Group 12)	SY	25%	100	\$ 25.00	\$ 625.00
325-75	Asphalt Surface, Reworking Existing	SY	5%	25		
327-70-1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	25%	120	\$ 15.00	\$ 450.00
327-70-4	Milling Existing Asphalt Pavement (3" Avg. Depth)	SY	5%	200	\$ 25.00	\$ 250.00
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	5%	200	\$ 20.00	\$ 200.00
331-2	Asphaltic Concrete, Type S	TN	75%	300	\$ 175.00	\$ 39,375.00
337-7-2	Asph. Concrete Friction Course (Inc. Bit) (Rubber) (FC-2 - 60 lb./SY)	TN	100%	100	\$ 125.00	\$ 12,500.00
337-7-3	Asph. Concrete Friction Course (Inc. Bit) (Rubber) (FC-3 - 110 lb./SY)	TN	75%	200	\$ 150.00	\$ 22,500.00
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 150.00	\$ 375.00
350-1-1	Cement Concrete Pavement (Plain) (6")	SY	5%	25	\$ 50.00	\$ 62.50
350-1-2	Cement Concrete Pavement (Plain) (7")	SY	5%	25	\$ 55.00	\$ 68.75
350-1-3	Cement Concrete Pavement (Plain) (8")	SY	5%	25	\$ 75.00	\$ 93.75
350-2-1	Cement Concrete Pavement (Reinforced) (6")	SY	5%	25	\$ 65.00	\$ 81.25
350-2-2	Cement Concrete Pavement (Reinforced) (7")	SY	5%	25	\$ 65.00	\$ 81.25
350-2-3	Cement Concrete Pavement (Reinforced) (8")	SY	5%	25	\$ 75.00	\$ 93.75
400-1-1	Concrete, Class I (Culverts)	CY	5%	10	\$ 1,100.00	\$ 550.00
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 750.00	\$ 1,575.00
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 750.00	\$ 750.00
400-1-15	Concrete, Class I (Miscellaneous)	CY	5%	10	\$ 750.00	\$ 375.00
400-2-2	Concrete, Class II (Endwalls)	CY	5%	42	\$ 750.00	\$ 1,575.00
400-2-10	Concrete, Class II (Approach Slabs / Abutments)	CY	5%	10	\$ 500.00	\$ 250.00
415-1-1	Reinforcing Steel (Roadway)	LB	5%	100	\$ 5.00	\$ 25.00
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 5.00	\$ 25.00
425-1-311	Inlets, (Curb Type P-1) (<10')	EA	5%	2	\$ 3,500.00	\$ 350.00
425-1-321	Inlets, (Curb Type P-2) (<10')	EA	5%	2	\$ 3,500.00	\$ 350.00
425-1-351	Inlets, (Curb Type P-5) (<10')	EA	5%	2	\$ 3,500.00	\$ 350.00
425-1-361	Inlets, (Curb Type P-6) (<10')	EA	5%	2	\$ 4,000.00	\$ 400.00
425-1-521	Inlets, (DT Bot Type C) (<10')	EA	5%	2	\$ 2,500.00	\$ 250.00
425-1-541	Inlets, (DT Bot Type D) (<10')	EA	5%	2	\$ 3,000.00	\$ 300.00
425-1-551	Inlets, (DT Bot Type E) (<10')	EA	5%	2	\$ 4,000.00	\$ 400.00
425-1-910	Inlets, (Closed Flume)	EA	5%	2	\$ 3,000.00	\$ 300.00
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 2,500.00	\$ 250.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 2,500.00	\$ 250.00

Continuous Construction Services for 2007 Under \$ 1,000,000

Updated 6-30-06

CC-1075-06/TRJ

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
425-5	Manholes, (Adjust)	EA	5%	2	\$ 2,500.00	\$ 250.00
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 4,000.00	\$ 400.00
430-1-321	Pipe Culvert, Concrete (Class III) (12")	LF	5%	24	\$ 45.00	\$ 54.00
430-1-323	Pipe Culvert, Concrete (Class III) (15")	LF	5%	24	\$ 60.00	\$ 72.00
430-1-325	Pipe Culvert, Concrete (Class III) (18")	LF	5%	24	\$ 70.00	\$ 84.00
430-1-329	Pipe Culvert, Concrete (Class III) (24")	LF	25%	32	\$ 95.00	\$ 760.00
430-1-338	Pipe Culvert, Concrete (Class III) (36")	LF	5%	32	\$ 180.00	\$ 288.00
430-1-340	Pipe Culvert, Concrete (Class III) (42")	LF	5%	40	\$ 240.00	\$ 480.00
430-1-341	Pipe Culvert, Concrete (Class III) (48")	LF	5%	40	\$ 300.00	\$ 600.00
430-14-101	Pipe Culvert, Elliptical Concrete (Class HE-III) (12"x 18")	LF	5%	32	\$ 65.00	\$ 104.00
430-14-102	Pipe Culvert, Elliptical Concrete (Class HE-III) (14"x 23")	LF	5%	32	\$ 75.00	\$ 120.00
430-14-103	Pipe Culvert, Elliptical Concrete (Class HE-III) (19"x 30")	LF	5%	50	\$ 120.00	\$ 300.00
430-14-105	Pipe Culvert, Elliptical Concrete (Class HE-III) (29"x 45")	LF	5%	64	\$ 270.00	\$ 864.00
430-14-108	Pipe Culvert, Elliptical Concrete (Class HE-III) (34"x 53")	LF	5%	80	\$ 280.00	\$ 1,120.00
430-14-109	Pipe Culvert, Elliptical Concrete (Class HE-III) (38"x 60")	LF	5%	80	\$ 350.00	\$ 1,400.00
430-14-112	Pipe Culvert, Elliptical Concrete (Class HE-III) (48"x 76")	LF	5%	80	\$ 500.00	\$ 2,000.00
430-612-125	U-Endwall (Grate) (1:4 Slope)(18")	EA	5%	2	\$ 1,000.00	\$ 100.00
430-612-129	U-Endwall (Grate) (1:4 Slope) (24")	EA	5%	2	\$ 1,500.00	\$ 150.00
430-961-213	Pipe Culvert, PVC (Schedule 40) (Not Encased) (4")	LF	5%	30	\$ 20.00	\$ 30.00
430-961-216	Pipe Culvert, PVC (Schedule 40) (Not Encased) (6")	LF	5%	30	\$ 20.00	\$ 30.00
430-98-121	Mitered End Section, (Polyethylene Pipe) (12")	EA	5%	24	\$ 600.00	\$ 720.00
430-98-123	Mitered End Section, (Polyethylene Pipe) (15")	EA	25%	24	\$ 650.00	\$ 3,900.00
430-98-125	Mitered End Section, (Polyethylene Pipe) (18")	EA	25%	24	\$ 700.00	\$ 4,200.00
430-98-129	Mitered End Section, (Polyethylene Pipe) (24")	EA	25%	24	\$ 750.00	\$ 4,500.00
430-98-133	Mitered End Section, (Polyethylene Pipe) (30")	EA	25%	30	\$ 950.00	\$ 7,125.00
430-98-138	Mitered End Section, (Polyethylene Pipe) (36")	EA	5%	30	\$ 1,200.00	\$ 1,800.00
430-98-221	Mitered End Section, (Concrete Pipe Round) (12")	EA	25%	2	\$ 690.00	\$ 345.00
430-98-223	Mitered End Section, (Concrete Pipe Round) (15")	EA	5%	2	\$ 710.00	\$ 71.00
430-98-225	Mitered End Section, (Concrete Pipe Round) (18")	EA	25%	2	\$ 900.00	\$ 450.00
430-98-229	Mitered End Section, (Concrete Pipe Round) (24")	EA	25%	2	\$ 1,100.00	\$ 550.00
430-98-238	Mitered End Section, (Concrete Pipe Round) (36")	EA	5%	2	\$ 2,500.00	\$ 250.00
430-98-402	Mitered End Section, (Concrete Pipe Elliptical) (14"x 23")	EA	5%	2	\$ 900.00	\$ 90.00
430-98-403	Mitered End Section, (Concrete Pipe Elliptical) (19"x 30")	EA	5%	2	\$ 1,200.00	\$ 120.00

Continuous Construction Services for 2007 Under \$ 1,000,000

Updated 6-30-06

CC-1075-06/TRJ

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430-98-405	Mitered End Section, (Concrete Pipe Elliptical) (29"x 45")	EA	5%	2	\$ 2,200.00	\$ 220.00
430-99-21	Pipe Culvert, Polyethylene (12")	LF	5%	24	\$ 25.00	\$ 30.00
430-99-23	Pipe Culvert, Polyethylene (15")	LF	25%	24	\$ 30.00	\$ 180.00
430-99-25	Pipe Culvert, Polyethylene (18")	LF	25%	24	\$ 35.00	\$ 210.00
430-99-27	Pipe Culvert, Polyethylene (24")	LF	25%	30	\$ 40.00	\$ 300.00
430-99-29	Pipe Culvert, Polyethylene (30")	LF	25%	30	\$ 45.00	\$ 337.50
430-99-31	Pipe Culvert, Polyethylene (36")	LF	5%	32	\$ 50.00	\$ 80.00
440-1-30	Underdrain (Type III) (8")	LF	5%	800	\$ 25.00	\$ 1,000.00
440-73-3	Underdrain Outlet Pipe (8")	LF	5%	20	\$ 30.00	\$ 30.00
440-77-3	Underdrain Cleanout (8")	EA	5%	5	\$ 100.00	\$ 25.00
514-71	Plastic Filter Fabric	SY	5%	50	\$ 5.00	\$ 12.50
515-1-22	Pipe Handrail-Guiderail (Aluminum) (42" Double Rail) (Green)	LF	25%	120	\$ 85.00	\$ 2,550.00
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 100.00	\$ 600.00
515-2-301	Pedestrian / Bicycle Railing (Aluminum) (42" Picket) (Green)	LF	5%	550	\$ 110.00	\$ 3,025.00
515-2-302	Pedestrian / Bicycle Railing (Aluminum) (54" Picket) (Green)	LF	5%	550	\$ 125.00	\$ 3,437.50
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	\$ 25.00	\$ 312.50
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	\$ 25.00	\$ 625.00
520-2-1	Curb Concrete (Type A)	LF	25%	400	\$ 25.00	\$ 2,500.00
520-2-4	Curb Concrete (Type D)	LF	25%	400	\$ 25.00	\$ 2,500.00
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 30.00	\$ 75.00
520-3	Valley Gutter, Concrete	LF	5%	50	\$ 25.00	\$ 62.50
520-5-11	Traffic Separator, Concrete (Type I) (4' Wide)	LF	5%	100	\$ 35.00	\$ 175.00
520-5-12	Traffic Separator, Concrete (Type I) (6' Wide)	LF	5%	100	\$ 50.00	\$ 250.00
522-1	Sidewalk, Concrete (4" Thick)	SY	75%	1600	\$ 50.00	\$ 60,000.00
522-2	Sidewalk, Concrete (6" Thick)	SY	75%	10	\$ 65.00	\$ 487.50
522-3	Sidewalk, Concrete (4" Thick) (FiberMesh Reinforced)	SY	75%	800	\$ 55.00	\$ 33,000.00
522-4	Sidewalk, Concrete (6" Thick) (FiberMesh Reinforced)	SY	75%	10	\$ 70.00	\$ 525.00
523-1-1	Pavement / Textured Pavement (Over Asphalt)	SY	5%	250		
523-1-2	Pavement / Textured Pavement (Over Concrete)	SY	5%	250		
525-1	Asphaltic Concrete Curb	LF	5%	250	\$ 50.00	\$ 625.00
527-1	Applied Warning on Walking Surface (Retrofit) (Preformed Thermoplastic)	SF	50%	8	\$ 75.00	\$ 300.00
530-1	RipRap (Sand Cement)	CY	10%	40	\$ 500.00	\$ 2,000.00
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 100.00	\$ 100.00

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530-3-4	RipRap (Rubble) (Ditch Lining)	TN	25%	20	\$ 100.00	\$ 500.00
530-76-2	Gabion Mat (9" Thick)	SY	5%	500	\$ 40.00	\$ 1,000.00
530-77-2	Gabion Basket (36" Thick)	SY	5%	1000	\$ 50.00	\$ 2,500.00
530-78	RipRap (Articulating Block)	SY	15%	200	\$ 50.00	\$ 1,500.00
536-1-1	Guardrail (Roadway)	LF	25%	250	\$ 50.00	\$ 3,125.00
536-2	Guardrail (Shop-Bent Panels)	LF	5%	50	\$ 100.00	\$ 250.00
536-7	Guardrail Post, Special	EA	5%	6	\$ 350.00	\$ 105.00
536-73	Guardrail Removal	LF	10%	250	\$ 50.00	\$ 1,250.00
536-85-22	Guardrail End Anchorage Assembly (Flared)	EA	10%	4	\$ 2,500.00	\$ 1,000.00
536-85-24	Guardrail End Anchorage Assembly (Parallel)	EA	10%	2	\$ 3,000.00	\$ 600.00
536-85-25	Guardrail End Anchorage Assembly (Type II)	EA	10%	2	\$ 1,000.00	\$ 200.00
536-85-26	Guardrail End Anchorage Assembly (Type CRT)	EA	10%	2	\$ 4,500.00	\$ 900.00
538-1	Guardrail Reset	LF	5%	2	\$ 100.00	\$ 10.00
547-70-1	RipRap, Fabric Formed Concrete (8" Filter Points)	SY	10%	50	\$ 100.00	\$ 500.00
550-10-110	Fencing (Type A) (5' Height) (Standard)	LF	5%	200	\$ 125.00	\$ 1,250.00
550-10-220	Fencing (Type B) (6' Height) (Standard)	LF	5%	200	\$ 40.00	\$ 400.00
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 25.00	\$ 250.00
550-60-111	Fence Gate (Type A) (Single) (6' Opening)	EA	5%	2	\$ 500.00	\$ 50.00
550-60-123	Fence Gate (Type A) (Double) (12.1' - 18' Opening)	EA	5%	2	\$ 750.00	\$ 75.00
550-60-223	Fence Gate (Type B) (Double) (12.1' - 18' Opening)	EA	5%	2	\$ 1,200.00	\$ 120.00
550-60-234	Fence Gate (Type B) (Sliding/Cantilever) (18.1' - 20' Opening)	EA	5%	2	\$ 2,000.00	\$ 200.00
570-2	Seeding & Mulching	SY	5%	300	\$ 1.00	\$ 15.00
570-5	Fertilizer	TN/10	5%	1	\$ 200.00	\$ 5.00
570-9	Water for Grass	MG	5%	2	\$ 100.00	\$ 10.00
571-1-1	Plastic Erosion Mat (Turf Reinforcement Mat)	SY	5%	250	\$ 7.50	\$ 93.75
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 4.00	\$ 6,000.00
575-1-3	Sodding (Argentia Bahia)	SY	25%	500	\$ 4.00	\$ 500.00
575-1-4	Sodding (St. Augustine)	SY	100%	1500	\$ 5.00	\$ 7,500.00
577-70	Reworking Shoulder	SY	5%	50	\$ 10.00	\$ 25.00
630-1-12	Conduit - Signals (Furnish & Install) (Underground)	LF	5%	50	\$ 7.00	\$ 17.50
630-1-14	Conduit - Signals (Furnish & Install) (Underground - Jacked)	LF	5%	30	\$ 25.00	\$ 37.50
635-1-11	Pull & Junction Boxes (Furnish & Install) (Pull Box)	EA	5%	10	\$ 450.00	\$ 225.00
660-2-101	Loop Assembly, (Furnish & Install) (Type A)	AS	5%	8	\$ 750.00	\$ 300.00

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PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
660-2-102	Loop Assembly, (Furnish & Install) (Type B)	AS	5%	4	\$ 1,000.00	\$ 200.00
660-2-106	Loop Assembly, (Furnish & Install) (Type F)	AS	5%	6	\$ 1,250.00	\$ 375.00
660-4-4	Loop Material, (AWG #14 Lead-in Cable)	LF	5%	440	\$ 5.00	\$ 110.00
690-32-1	Pole Removal (Shallow) (Direct Burial)	EA	5%	2	\$ 500.00	\$ 50.00
690-32-2	Pole Removal (Shallow) (Bolt on Attachment)	EA	5%	2	\$ 500.00	\$ 50.00
690-33-1	Pole Removal (Deep) (Direct Burial)	EA	5%	2	\$ 1,000.00	\$ 100.00
690-33-2	Pole Removal (Deep) (Bolt on Attachment)	EA	5%	2	\$ 1,000.00	\$ 100.00
690-50	Controller Assembly, Remove	EA	5%	1	\$ 750.00	\$ 37.50
690-80	Span Wire Assembly, Remove	EA	5%	1	\$ 350.00	\$ 17.50
690-90	Conduit & Cabling, Remove	PI	5%	2	\$ 350.00	\$ 35.00
700-40-1	Sign, Single Post (Less than 12 SF)	AS	5%	4	\$ 300.00	\$ 60.00
700-40-2	Sign, Single Post (12-25 SF)	AS	5%	2	\$ 600.00	\$ 60.00
700-46-11	Sign, Existing (Remove) (Single Post)	AS	5%	3	\$ 100.00	\$ 15.00
700-46-21	Sign, Existing (Relocate) (Single Post)	AS	5%	1	\$ 175.00	\$ 8.75
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	\$ 550.00	\$ 110.00
700-48-18	Sign Panel (Furnish & Install) (15 SF or Less)	EA	5%	4	\$ 350.00	\$ 70.00
700-48-19	Sign Panel (F & I) (16 - 100 SF)	EA	5%	4	\$ 750.00	\$ 150.00
705-1	Delineator, Single Unit	EA	5%	20	\$ 150.00	\$ 150.00
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 135.00	\$ 135.00
706-3	Marker Pavement Retro-Reflective	EA	75%	100	\$ 7.50	\$ 562.50
710-5-1	Guide Lines, (Paint / Dotted) (White)	LF	50%	66	\$ 3.00	\$ 99.00
710-5-2	Guide Lines, (Paint / Dotted) (Yellow)	LF	50%	66	\$ 3.00	\$ 99.00
710-6	Directional Arrows, Painted	EA	50%	9	\$ 50.00	\$ 225.00
710-7	Pavement Messages, Painted	EA	50%	4	\$ 100.00	\$ 200.00
710-11	Paint, Remove Existing Markings	SF	10%	250	\$ 7.50	\$ 187.50
710-25-61	Traffic Stripe, Solid (White/Black/Blue) (6")	LF	50%	100	\$ 3.00	\$ 150.00
710-25-81	Traffic Stripe, Solid (White/Black/Blue) (8")	LF	20%	100	\$ 3.50	\$ 70.00
710-25-121	Traffic Stripe, Solid (White/Black/Blue) (12")	LF	20%	100	\$ 4.00	\$ 80.00
710-25-181	Traffic Stripe, Solid (White/Black/Blue) (18")	LF	20%	100	\$ 5.00	\$ 100.00
710-25-241	Traffic Stripe, Solid (White/Black/Blue) (24")	LF	50%	100	\$ 7.00	\$ 350.00
710-26-61	Traffic Stripe, Solid (Yellow) (6")	LF	50%	100	\$ 3.00	\$ 150.00
710-26-181	Traffic Stripe, Solid (Yellow) (18")	LF	50%	200	\$ 5.00	\$ 500.00
710-27	Skip Traffic Stripe, (White/Black/Blue)	LF	5%	150	\$ 3.00	\$ 22.50

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
710-28	Skip Traffic Stripe, (Yellow)	LF	25%	150	\$ 3.00	\$ 112.50
710-29	Reflective Paint (Island Nose) (White)	SY	50%	16	\$ 5.00	\$ 40.00
710-30	Reflective Paint (Island Nose) (Yellow)	SY	50%	50	\$ 5.00	\$ 125.00
711-11-121	Thermoplastic (Standard) (White) (Solid) (6")	LF	75%	100	\$ 3.00	\$ 225.00
711-11-122	Thermoplastic (Standard) (White) (Solid) (8")	LF	5%	100	\$ 3.50	\$ 17.50
711-11-123	Thermoplastic (Standard) (White) (Solid) (12")	LF	5%	100	\$ 6.00	\$ 30.00
711-11-124	Thermoplastic (Standard) (White) (Solid) (18")	LF	5%	100	\$ 8.00	\$ 40.00
711-11-125	Thermoplastic (Standard) (White) (Solid) (24")	LF	50%	100	\$ 12.00	\$ 600.00
711-11-141	Thermoplastic (Standard) (White) (Skip) (6")	LF	5%	100	\$ 3.00	\$ 15.00
711-11-151	Thermoplastic (Standard) (White) (Dotted / Guideline) (6")	LF	50%	100	\$ 3.00	\$ 150.00
711-11-160	Thermoplastic (Standard) (White) (Message)	EA	50%	4	\$ 350.00	\$ 700.00
711-11-170	Thermoplastic (Standard) (White) (Arrows)	EA	50%	9	\$ 175.00	\$ 787.50
711-11-221	Thermoplastic (Standard) (Yellow) (Solid) (6")	LF	75%	100	\$ 3.00	\$ 225.00
711-11-222	Thermoplastic (Standard) (Yellow) (Solid) (8")	LF	5%	100	\$ 3.50	\$ 17.50
711-11-223	Thermoplastic (Standard) (Yellow) (Solid) (12")	LF	5%	100	\$ 6.00	\$ 30.00
711-11-224	Thermoplastic (Standard) (Yellow) (Solid) (18")	LF	50%	100	\$ 8.00	\$ 400.00
711-11-225	Thermoplastic (Standard) (Yellow) (Solid) (24")	LF	5%	100	\$ 12.00	\$ 60.00
711-11-241	Thermoplastic (Standard) (Yellow) (Skip) (6")	LF	5%	100	\$ 3.00	\$ 15.00
711-17	Thermoplastic (Remove)	SF	25%	50	\$ 700.00	\$ 8,750.00
999-700-404	Sign Post (Powder Coated Aluminum) (4" x 4") (6 - 9' Length)	EA	5%	6	\$ 385.00	\$ 115.50
999-700-406	Mile Marker Post (Powder Coated Aluminum) (6" x 6") (3 - 6' Length)	EA	5%	6	\$ 500.00	\$ 150.00
999-700-408	Sign Panel (Phenolic Resin) (1/4" Thick Alum.) (15 SF or Less)	SF	5%	60	\$	\$
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	5%	60		
999-550-141	Fencing (Vinyle) (3-Rail) (5')	LF	5%	500	\$ 25.00	\$ 625.00
999-550-142	Fencing (Vinyle) (Privacy) (6')	LF	5%	500	\$ 45.00	\$ 1,125.00
999-550-151	Fencing (Wood) (Split 2-Rail) (5')	LF	5%	500	\$ 15.00	\$ 375.00
999-550-152	Fencing (Wood) (Privacy) (6')	LF	5%	500	\$ 30.00	\$ 750.00
Total				1		\$306,831.75

Total Bid price = Total Bid Price/100

1

\$3,068.32

RED New Items To Be Added
 GREEN Existing Items Numbers & Descriptions That Changed

**PUBLIC WORKS MINOR PROJECTS CONTINUING CONSTRUCTION AGREEMENT
CONSTRUCTION COSTS LESS THAN \$1,000,000 (CC-1075-06/TRJ)**

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **CENTRAL FLORIDA ENVIRONMENTAL**, duly authorized to conduct business in the State of Florida, whose address is 740 Florida Central Parkway, Suite 2032, Longwood, FL 32750, hereinafter called the "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY." COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Services. The COUNTY does hereby retain the CONTRACTOR to furnish continuing construction services for projects with estimated construction costs less than \$1,000,000 and in accordance with Project No. CC-1075-06/TRJ. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of the parties, may be extended for two (2) additional one (1) year terms. CONTRACTOR may request price adjustments at time of renewal. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered

therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A." Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by the CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the rate schedule attached as Exhibit "B." The total

amount of compensation paid to the CONTRACTOR under the terms of this Agreement shall not exceed the amount budgeted by the COUNTY for this project.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

Section 6. 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, 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 Contract.

(b) 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) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) 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.

Section 7. 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 including Work Orders.
- (b) Addenda.
- (c) Bid.

- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (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. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 8. 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 9. 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 10. 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:

County Public Works Director
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

FOR CONTRACTOR:

Central Florida Environmental
Attn: Superintendent
740 Florida Central Parkway, Ste. 2032
Longwood, FL 32750

Section 11. 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 12. 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 PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

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.

CENTRAL FLORIDA ENVIRONMENTAL

Witness

By: _____

Print Name

DAVID STALOWAY, President

Witness

Date: _____

Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____

CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/jjr

11/15/06

P:\Users\jroyal\Purchasing-2006\CC-1075-CFE.doc

Attachments:

Exhibit "A" - Sample Work Order

Exhibit "B" - Rate Schedule

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

COTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (_____) calendar days after the date when the Work Order 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 (_____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE

COUNTY)

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) 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 DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) 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.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the 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.
 - ii. The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the 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.

f) PAYMENT PROCEDURES.

- (i) CONTACTOR 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 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.
- (iii) 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 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 Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) 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 competed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, _____ (\$ _____) 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 in 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 froth above.
- (ii) 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work.

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION
PROJECTS - CONSTRUCTION COST LESS THAN \$1,000,000.00

COUNTY CONTRACT NO.: CC-1075-06/TRJ

Name of Bidder: Central Florida Environmental Corporation

Mailing Address: 740 Florida Central Parkway Suite 2032

Street Address: 740 Florida Central Parkway Suite 2032

City/State/Zip: Longwood, Florida 32750

Phone Number: (407) 834-6115

FAX Number: (407) 834-6391

Contractor's License # CGC 055230

E-Mail Address: stalzz@aol.com

TO: Purchasing and Contracts Division of Seminole County, Florida

Addenda Nos. _____) _____ through B4 _____, on file at the Purchasing and Contracts 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 and Work Orders.

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 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.

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: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION PROJECTS - CONSTRUCTION COST LESS THAN \$1,000,000.00
COUNTY CONTRACT NO.: CC-1075-06/TRJ

TO: Board of County Commissioners
Seminole County, Florida

EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

Overall Evaluation Analysis: All contractors must be FDOT qualified to do the work on the attached list. Using a unique approach to projects of this nature, Public Works has given bid items weight multipliers (WM) based on how often the bid item is used. The WM for the bid items were assigned on the following basis:

- Every project = 100 %
- Often = 75 %
- Somewhat Often = 50 %
- Not Often = 25 %
- Seldom = 5 %

The Contractor's bid price for each item = Percent x Unit Price x Approximate Quantity. The sum total of all bid items will be the bid price.

The bid will be awarded based on cumulative Point Score of 100%. Section I of the award will be 60%, and Section II award will be 40% which brings the total score to a maximum of 100 points.

Section I - Bid Price Award - Maximum 60 Points

Evaluated in accordance with the Procurement Code.

Section II - General Project Experience - Maximum 40 Points

Each Contractor will submit a list of 8 projects, along with a contract administrator name and phone number. These will be considered general references and these projects can be anywhere in Central Florida, (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). These projects must be different than those listed in Section III. The Contract Administrator will be asked to award one of the following grades:

<u>Excellent</u>	<u>Very Good</u>	<u>Good</u>	<u>Poor</u>
5 Points	4 Points	3 Points	0 Points

Section III - Award of Continuous Contract

The contractors scores will be totaled and a minimum of the four (4) highest scoring contractors will be awarded contracts. Each Work Order will then be awarded based on price and time depending on the requirement of the project. Where time is critical, the A + B Method will be used to evaluate Work Order quotes.

The contract will be for three (3) years, renewable every year with new prices. If the new prices or the performance of the contractor is not acceptable, the County can exercise termination of one or all contracts.

TOTAL PRICE =

Grand Total Price divided by Sum of Wt. Multiplier (100): \$ 3088.86

(Maximum 60 Points of Bid Award)

Numbers

Three thousand eighty eight dollars eighty-six cents

(IN WORDS)

The quantities indicated in the Bid Forms are for evaluation purposes and the County does not guarantee materials or quantities during the duration of the Contract.

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 Price 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 and W-9
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug Free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 13th day of September, 2006.

Central Florida Environmental Corp.
(Name of BIDDER)

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

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

President
(Title of person signing this BID FORM)

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Max. for Sidewalk, 10% Max. for Roadway of Total Unit Price Bid excluding Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-1	Maintenance of Traffic (5% Maximum of Total Unit Price Bid excluding Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-14	Traffic Control Officer	MH	5%	8	\$ 53.00	\$ 21.20
102-60	Signs, Work Zone	ED	100%	240	\$ 0.55	\$ 132.00
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 0.50	\$ 800.00
102-74-2	Barricade (Temporary) (Type III) (6')	ED	25%	800	\$ 1.50	\$ 300.00
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 40.00	\$ 160.00
102-77	Hi Intensity Flashing Lights (Temporary-Type B)	ED	100%	80	\$ 2.00	\$ 160.00
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 80.00	\$ 112.00
104-4	Mowing	AC	5%	1	\$ 320.00	\$ 16.00
104-10-2	Synthetic Bales	LF	5%	4	\$ 65.00	\$ 13.00
104-11	Turbidity Barrier, Floating	LF	25%	40	\$ 22.50	\$ 225.00
104-12	Turbidity Barrier, Staked	LF	50%	40	\$ 18.50	\$ 370.00
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 3.00	\$ 2,400.00
110-1-1	Clearing and Grubbing (5% Maximum of Total Unit Price Bid excluding Mobilization, MOT and Clearing and Grubbing pay items)	LS				
110-4	Pavement, Removal of Existing Concrete	SY	20%	300	\$ 17.00	\$ 1,020.00
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 119.00	\$ 119.00
120-1	Excavation, Regular	CY	100%	300	\$ 19.00	\$ 5,700.00
120-2	Excavation, Borrow	CY	100%	200	\$ 24.50	\$ 4,900.00
120-3	Excavation, Lateral Ditch	CY	5%	400	\$ 22.00	\$ 440.00
120-5	Excavation, Channel	CY	5%	400	\$ 22.00	\$ 440.00
120-6	Embankment	CY	25%	100	\$ 20.00	\$ 500.00
121-70	Flowable Fill	CY	5%	25	\$ 250.00	\$ 312.50
145-1	Geosynthetic Reinforced Soil Slopes	SF	5%	500	\$ 8.18	\$ 204.50
145-2	Geosynthetic Reinforced Foundations over Soft Soils	SY	25%	50	\$ 66.50	\$ 831.25
160-4	Stabilization, Type B (12")	SY	50%	900	\$ 7.00	\$ 3,150.00
162-1-1-1	Prepared Sub Layer (Finish Sub Layer) (6')	SY	25%	500	\$ 4.00	\$ 500.00
285-701	Base, Optional (Base Group 01)	SY	25%	100	\$ 27.00	\$ 675.00
285-704	Base, Optional (Base Group 04)	SY	25%	100	\$ 41.00	\$ 1,025.00
285-706	Base, Optional (Base Group 06)	SY	25%	100	\$ 52.00	\$ 1,300.00
285-709	Base, Optional (Base Group 09)	SY	75%	150	\$ 67.00	\$ 7,537.50

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
285-712	Base, Optional (Base Group 12)	SY	25%	100	\$ 83.00	\$ 2,075.00
325-75	Asphalt Surface, Reworking-Existing	SY	5%	25		
327-70-1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	25%	120	\$ 12.00	\$ 360.00
327-70-4	Milling Existing Asphalt Pavement (3" Avg. Depth)	SY	5%	200	\$ 13.00	\$ 130.00
327-70-5	Milling Existing Asphalt Pavement (1 - 2" Depth)	SY	5%	200	\$ 12.50	\$ 125.00
331-2	Asphaltic Concrete, Type S	TN	75%	300	\$ 150.00	\$ 33,750.00
337-7-2	Asph. Concrete Friction Course (Inc. Bit) (Rubber) (FC-2 - 60 lb./SY)	TN	100%	100	\$ 180.00	\$ 18,000.00
337-7-3	Asph. Concrete Friction Course (Inc. Bit) (Rubber) (FC-3 - 110 lb./SY)	TN	75%	200	\$ 180.00	\$ 27,000.00
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 225.00	\$ 562.50
350-1-1	Cement Concrete Pavement (Plain) (6")	SY	5%	25	\$ 50.00	\$ 62.50
350-1-2	Cement Concrete Pavement (Plain) (7")	SY	5%	25	\$ 53.00	\$ 66.25
350-1-3	Cement Concrete Pavement (Plain) (8")	SY	5%	25	\$ 60.00	\$ 75.00
350-2-1	Cement Concrete Pavement (Reinforced) (6")	SY	5%	25	\$ 52.00	\$ 65.00
350-2-2	Cement Concrete Pavement (Reinforced) (7")	SY	5%	25	\$ 55.00	\$ 68.75
350-2-3	Cement Concrete Pavement (Reinforced) (8")	SY	5%	25	\$ 70.00	\$ 87.50
400-1-1	Concrete, Class I (Culverts)	CY	5%	10	\$ 1,700.00	\$ 850.00
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 800.00	\$ 1,680.00
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 800.00	\$ 800.00
400-1-15	Concrete, Class I (Miscellaneous)	CY	5%	10	\$ 700.00	\$ 350.00
400-2-2	Concrete, Class II (Endwalls)	CY	5%	42	\$ 850.00	\$ 1,785.00
400-2-10	Concrete, Class II (Approach Slabs / Abutments)	CY	5%	10	\$ 850.00	\$ 425.00
415-1-1	Reinforcing Steel (Roadway)	LB	5%	100	\$ 10.00	\$ 50.00
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 10.00	\$ 50.00
425-1-311	Inlets, (Curb Type P-1) (<10')	EA	5%	2	\$ 6,600.00	\$ 660.00
425-1-321	Inlets, (Curb Type P-2) (<10')	EA	5%	2	\$ 7,000.00	\$ 700.00
425-1-351	Inlets, (Curb Type P-5) (<10')	EA	5%	2	\$ 6,350.00	\$ 635.00
425-1-361	Inlets, (Curb Type P-6) (<10')	EA	5%	2	\$ 6,600.00	\$ 660.00
425-1-521	Inlets, (DT Bot Type C) (<10')	EA	5%	2	\$ 4,100.00	\$ 410.00
425-1-541	Inlets, (DT Bot Type D) (<10')	EA	5%	2	\$ 4,000.00	\$ 400.00
425-1-551	Inlets, (DT Bot Type E) (<10')	EA	5%	2	\$ 4,200.00	\$ 420.00
425-1-910	Inlets, (Closed Flume)	EA	5%	2	\$ 3,175.00	\$ 317.50
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 6,350.00	\$ 635.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 3,830.00	\$ 383.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
425-5	Manholes, (Adjust)	EA	5%	2	\$ 1,900.00	\$ 190.00
430-1-321	Pipe Culvert, Concrete (Class III) (12")	LF	5%	24	\$ 72.00	\$ 86.40
430-1-323	Pipe Culvert, Concrete (Class III) (16")	LF	5%	24	\$ 72.00	\$ 86.40
430-1-325	Pipe Culvert, Concrete (Class III) (20")	LF	5%	24	\$ 80.00	\$ 96.00
430-1-329	Pipe Culvert, Concrete (Class III) (24")	LF	25%	32	\$ 90.00	\$ 720.00
430-1-338	Pipe Culvert, Concrete (Class III) (36")	LF	5%	32	\$ 164.00	\$ 262.40
430-1-340	Pipe Culvert, Concrete (Class III) (42")	LF	5%	40	\$ 210.00	\$ 420.00
430-1-341	Pipe Culvert, Concrete (Class III) (48")	LF	5%	40	\$ 250.00	\$ 500.00
430-14-101	Pipe Culvert, Elliptical Concrete (Class HE-III) (12"x 18")	LF	5%	32	\$ 83.00	\$ 132.80
430-14-102	Pipe Culvert, Elliptical Concrete (Class HE-III) (14"x 23")	LF	5%	32	\$ 100.00	\$ 160.00
430-14-103	Pipe Culvert, Elliptical Concrete (Class HE-III) (19"x 30")	LF	5%	50	\$ 120.00	\$ 300.00
430-14-105	Pipe Culvert, Elliptical Concrete (Class HE-III) (29"x 45")	LF	5%	64	\$ 195.00	\$ 624.00
430-14-108	Pipe Culvert, Elliptical Concrete (Class HE-III) (34"x 53")	LF	5%	80	\$ 265.00	\$ 1,060.00
430-14-109	Pipe Culvert, Elliptical Concrete (Class HE-III) (38"x 60")	LF	5%	80	\$ 305.00	\$ 1,220.00
430-14-112	Pipe Culvert, Elliptical Concrete (Class HE-III) (48"x 76")	LF	5%	80	\$ 400.00	\$ 1,600.00
430-812-125	U-Endwall (Grate) (1:4 Slope) (18")	EA	5%	2	\$ 3,400.00	\$ 340.00
430-812-129	U-Endwall (Grate) (1:4 Slope) (24")	EA	5%	2	\$ 4,100.00	\$ 410.00
430-961-213	Pipe Culvert, PVC (Schedule 40) (Not Encased) (4")	LF	5%	30	\$ 20.00	\$ 30.00
430-961-216	Pipe Culvert, PVC (Schedule 40) (Not Encased) (6")	LF	5%	30	\$ 22.00	\$ 33.00
430-98-121	Mitered End Section, (Polyethylene Pipe) (12")	EA	5%	24	\$ 450.00	\$ 540.00
430-98-123	Mitered End Section, (Polyethylene Pipe) (15")	EA	25%	24	\$ 450.00	\$ 2,700.00
430-98-125	Mitered End Section, (Polyethylene Pipe) (18")	EA	25%	24	\$ 535.00	\$ 3,210.00
430-98-129	Mitered End Section, (Polyethylene Pipe) (24")	EA	25%	24	\$ 650.00	\$ 3,900.00
430-98-133	Mitered End Section, (Polyethylene Pipe) (30")	EA	25%	30	\$ 1,300.00	\$ 9,750.00
430-98-138	Mitered End Section, (Polyethylene Pipe) (36")	EA	5%	30	\$ 1,500.00	\$ 2,250.00
430-98-221	Mitered End Section, (Concrete Pipe Round) (12")	EA	25%	2	\$ 875.00	\$ 437.50
430-98-223	Mitered End Section, (Concrete Pipe Round) (15")	EA	5%	2	\$ 875.00	\$ 87.50
430-98-225	Mitered End Section, (Concrete Pipe Round) (18")	EA	25%	2	\$ 1,200.00	\$ 600.00
430-98-229	Mitered End Section, (Concrete Pipe Round) (24")	EA	25%	2	\$ 1,400.00	\$ 700.00
430-98-238	Mitered End Section, (Concrete Pipe Round) (36")	EA	5%	2	\$ 3,200.00	\$ 320.00
430-98-402	Mitered End Section, (Concrete Pipe Elliptical) (14"x 23")	EA	5%	2	\$ 960.00	\$ 96.00
430-98-403	Mitered End Section, (Concrete Pipe Elliptical) (19"x 30")	EA	5%	2	\$ 1,100.00	\$ 110.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
430-98-405	Mitered End Section, (Concrete Pipe Elliptical) (29"x 45")	EA	5%	2	\$ 4,830.00	\$ 483.00
430-99-21	Pipe Culvert, Polyethylene (12")	LF	5%	24	\$ 36.00	\$ 43.20
430-99-23	Pipe Culvert, Polyethylene (15")	LF	25%	24	\$ 39.00	\$ 234.00
430-99-25	Pipe Culvert, Polyethylene (18")	LF	25%	24	\$ 45.00	\$ 270.00
430-99-27	Pipe Culvert, Polyethylene (24")	LF	25%	30	\$ 50.00	\$ 375.00
430-99-29	Pipe Culvert, Polyethylene (30")	LF	25%	30	\$ 67.00	\$ 502.50
430-99-31	Pipe Culvert, Polyethylene (36")	LF	5%	32	\$ 82.00	\$ 131.20
440-1-30	Underdrain (Type III) (8")	LF	5%	800	\$ 31.00	\$ 1,240.00
440-73-3	Underdrain Outlet Pipe (8")	LF	5%	20	\$ 23.00	\$ 23.00
440-77-3	Underdrain Cleanout (8")	EA	5%	5	\$ 235.00	\$ 58.75
514-71	Plastic Filter Fabric	SY	5%	50	\$ 50.00	\$ 125.00
515-1-22	Pipe Handrail-Guiderail (Aluminum) (42" Double Rail) (Green)	LF	25%	120	\$ 70.00	\$ 2,100.00
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 87.00	\$ 522.00
515-2-301	Pedestrian / Bicycle Railing (Aluminum) (42" Picket) (Green)	LF	5%	550	\$ 112.00	\$ 3,080.00
515-2-302	Pedestrian / Bicycle Railing (Aluminum) (54" Picket) (Green)	LF	5%	550	\$ 125.00	\$ 3,437.50
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	\$ 30.00	\$ 375.00
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	\$ 30.00	\$ 750.00
520-2-1	Curb Concrete (Type A)	LF	25%	400	\$ 25.00	\$ 2,500.00
520-2-4	Curb Concrete (Type D)	LF	25%	400	\$ 25.00	\$ 2,500.00
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 21.00	\$ 52.50
520-3	Valley Gutter, Concrete	LF	5%	50	\$ 37.00	\$ 92.50
520-5-11	Traffic Separator, Concrete (Type I) (4' Wide)	LF	5%	100	\$ 60.00	\$ 300.00
520-5-12	Traffic Separator, Concrete (Type I) (6' Wide)	LF	5%	100	\$ 68.00	\$ 340.00
522-1	Sidewalk, Concrete (4" Thick)	SY	75%	1600	\$ 37.00	\$ 44,400.00
522-2	Sidewalk, Concrete (6" Thick)	SY	75%	10	\$ 52.00	\$ 390.00
522-3	Sidewalk, Concrete (4" Thick) (FiberMesh Reinforced)	SY	75%	800	\$ 39.00	\$ 23,400.00
522-4	Sidewalk, Concrete (6" Thick) (FiberMesh Reinforced)	SY	75%	10	\$ 54.00	\$ 405.00
523-1-1	Pavement / Textured Pavement (Over Asphalt)	SY	5%	250		
523-1-2	Pavement / Textured Pavement (Over Concrete)	SY	5%	250		
525-1	Asphaltic Concrete Curb	LF	5%	250	\$ 15.00	\$ 187.50
527-1	Applied Warning on Walking Surface (Retrofit) (Preformed Thermoplastic)	SF	50%	8	\$ 80.00	\$ 320.00
530-1	RipRap (Sand Cement)	CY	10%	40	\$ 545.00	\$ 2,180.00
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 375.00	\$ 375.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
530-3-4	RipRap (Rubble) (Ditch Lining)	TN	25%	20	\$ 375.00	\$ 1,875.00
530-76-2	Gabion Mat (9" Thick)	SY	5%	500	\$ 190.00	\$ 4,750.00
530-77-2	Gabion Basket (36" Thick)	SY	5%	1000	\$ 287.00	\$ 14,350.00
530-78	RipRap (Armouring Error)	SY	15%	200	\$ 202.00	\$ 6,060.00
535-1-1	Guardrail (Roadway)	LF	25%	250	\$ 31.00	\$ 1,937.50
536-2	Guardrail (Shop-Bent Panels)	LF	5%	50	\$ 53.00	\$ 132.50
536-7	Guardrail Post, Special	EA	5%	6	\$ 284.00	\$ 79.20
538-78	Guardrail Removal	LF	10%	250	\$ 10.00	\$ 250.00
536-85-22	Guardrail End Anchorage Assembly (Flared)	EA	10%	4	\$ 2,500.00	\$ 1,000.00
536-85-24	Guardrail End Anchorage Assembly (Parallel)	EA	10%	2	\$ 2,640.00	\$ 528.00
536-85-25	Guardrail End Anchorage Assembly (Type II)	EA	10%	2	\$ 1,060.00	\$ 212.00
536-85-26	Guardrail End Anchorage Assembly (Type CRT)	EA	10%	2	\$ 1,650.00	\$ 330.00
538-1	Guardrail Reset	LF	5%	2	\$ 66.00	\$ 6.60
547-70-1	RipRap, Fabric Formed Concrete (8" Filter Points)	SY	10%	50	\$ 132.00	\$ 660.00
550-10-110	Fencing (Type A) (6' Height) (Standard)	LF	5%	200	\$ 20.00	\$ 200.00
550-10-220	Fencing (Type B) (6' Height) (Standard)	LF	5%	200	\$ 22.00	\$ 220.00
550-10-226	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 30.35	\$ 303.50
550-60-111	Fence Gate (Type A) (Single) (8' Opening)	EA	5%	2	\$ 660.00	\$ 66.00
550-60-123	Fence Gate (Type A) (Double) (12.1' - 18' Opening)	EA	5%	2	\$ 1,585.00	\$ 158.50
550-60-223	Fence Gate (Type B) (Double) (12.1' - 18' Opening)	EA	5%	2	\$ 1,980.00	\$ 198.00
550-60-234	Fence Gate (Type B) (Sliding/Cantilever) (18.1' - 20' Opening)	EA	5%	2	\$ 2,640.00	\$ 264.00
570-2	Seeding & Mowing	SY	5%	300	\$ 0.70	\$ 10.50
570-5	Fertilizer	TN/10	5%	1	\$ 400.00	\$ 10.00
570-9	Water for Grass	MG	5%	2	\$ 330.00	\$ 33.00
571-1-1	Plastic Erosion Mat (Turf Reinforcement Mat)	SY	5%	250	\$ 12.00	\$ 150.00
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 4.35	\$ 6,525.00
575-1-3	Sodding (Argentia Bahia)	SY	25%	500	\$ 4.45	\$ 556.25
575-1-4	Sodding (St. Augustine)	SY	100%	1500	\$ 5.40	\$ 8,100.00
577-70	Reworking Shoulder	SY	5%	50	\$ 17.50	\$ 43.75
630-1-12	Conduit - Signals (Furnish & install) (Underground)	LF	5%	50	\$ 11.22	\$ 28.05
630-1-14	Conduit - Signals (Furnish & install) (Underground) (Buses)	LF	5%	30	\$ 25.41	\$ 38.12
635-1-11	Pull & Junction Boxes (Furnish & install) (Pull Box)	EA	5%	10	\$ 660.00	\$ 330.00
660-2-101	Loop Assembly, (Furnish & Install) (Type A)	AS	5%	8	\$ 1,215.00	\$ 486.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
660-2-102	Loop Assembly, (Furnish & Install) (Type B)	AS	5%	4	\$ 1,090.00	\$ 218.00
660-2-106	Loop Assembly, (Furnish & Install) (Type F)	AS	5%	6	\$ 1,300.00	\$ 390.00
660-4-4	Loop Material, (AWG #14 Lead-in Cable)	LF	5%	440	\$ 10.45	\$ 229.90
690-32-1	Pole Removal (Shallow) (Direct Burial)	EA	5%	2	\$ 3,440.00	\$ 344.00
690-32-2	Pole Removal (Shallow) (Bolt on Attachment)	EA	5%	2	\$ 4,125.00	\$ 412.50
690-33-1	Pole Removal (Deep) (Direct Burial)	EA	5%	2	\$ 3,440.00	\$ 344.00
690-33-2	Pole Removal (Deep) (Bolt on Attachment)	EA	5%	2	\$ 4,125.00	\$ 412.50
690-50	Controller Assembly, Remove	EA	5%	1	\$ 1,320.00	\$ 66.00
690-80	Span Wire Assembly, Remove	EA	5%	1	\$ 805.00	\$ 40.25
690-90	Conduit & Cabling, Remove	PI	5%	2	\$ 530.00	\$ 53.00
700-40-1	Sign, Single Post (Less than 12 SF)	AS	5%	4	\$ 850.00	\$ 170.00
700-40-2	Sign, Single Post (12-25 SF)	AS	5%	2	\$ 1,980.00	\$ 198.00
700-46-11	Sign, Existing (Remove) (Single Post)	AS	5%	3	\$ 100.00	\$ 15.00
700-46-21	Sign, Existing (Relocate) (Single Post)	AS	5%	1	\$ 265.00	\$ 13.25
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	\$ 7,425.00	\$ 1,485.00
700-48-18	Sign Panel (Furnish & Install) (15 SF or Less)	EA	5%	4	\$ 925.00	\$ 185.00
700-48-19	Sign Panel (F & I) (16 - 100 SF)	EA	5%	4	\$ 350.00	\$ 70.00
705-1	Delineator, Single Unit	EA	5%	20	\$ 86.00	\$ 86.00
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 86.00	\$ 86.00
706-3	Marker Pavement Retro-Reflective	EA	75%	100	\$ 5.28	\$ 396.00
710-5-1	Guide Lines, (Faint / Dotted) (White)	LF	50%	66	\$ 1.32	\$ 43.56
710-5-2	Guide Lines, (Faint / Dotted) (Yellow)	LF	50%	66	\$ 1.32	\$ 43.56
710-6	Directional Arrows, Painted	EA	50%	9	\$ 46.50	\$ 209.25
710-7	Pavement Messages, Painted	EA	50%	4	\$ 66.00	\$ 132.00
710-11	Paint, Remove Existing Markings	SF	10%	250	\$ 1.32	\$ 33.00
710-25-61	Traffic Stripe, Solid (White/Black/Blue) (6")	LF	50%	100	\$ 0.40	\$ 20.00
710-25-61	Traffic Stripe, Solid (White/Black/Blue) (8")	LF	20%	100	\$ 0.47	\$ 9.40
710-25-121	Traffic Stripe, Solid (White/Black/Blue) (12")	LF	20%	100	\$ 1.32	\$ 26.40
710-25-181	Traffic Stripe, Solid (White/Black/Blue) (18")	LF	20%	100	\$ 2.64	\$ 52.80
710-25-241	Traffic Stripe, Solid (White/Black/Blue) (24")	LF	50%	100	\$ 3.96	\$ 198.00
710-26-61	Traffic Stripe, Solid (Yellow) (6")	LF	50%	100	\$ 0.40	\$ 20.00
710-26-181	Traffic Stripe, Solid (Yellow) (18")	LF	50%	200	\$ 2.64	\$ 264.00
710-27	Strip Traffic Stripe (White/Black/Blue)	LF	5%	150	\$ 0.66	\$ 4.95

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
710-28	Skip Traffic Stripe, (Yellow)	LF	25%	150	\$ 0.66	\$ 24.75
710-29	Reflective Paint (Island Nose) (White)	SY	50%	16	\$ 33.00	\$ 264.00
710-30	Reflective Paint (Island Nose) (Yellow)	SY	50%	50	\$ 33.00	\$ 825.00
711-11-121	Thermoplastic (Standard) (White) (Solid) (3")	LF	75%	100	\$ 0.79	\$ 59.25
711-11-122	Thermoplastic (Standard) (White) (Solid) (3")	LF	5%	100	\$ 1.06	\$ 5.30
711-11-123	Thermoplastic (Standard) (White) (Solid) (3")	LF	5%	100	\$ 2.31	\$ 11.55
711-11-124	Thermoplastic (Standard) (White) (Solid) (13")	LF	5%	100	\$ 2.97	\$ 14.85
711-11-125	Thermoplastic (Standard) (White) (Solid) (24")	LF	50%	100	\$ 4.62	\$ 231.00
711-11-141	Thermoplastic (Standard) (White) (Skip) (5")	LF	5%	100	\$ 1.32	\$ 6.60
711-11-151	Thermoplastic (Standard) (White) (Dotted / Guidelines) (6")	LF	50%	100	\$ 1.32	\$ 66.00
711-11-160	Thermoplastic (Standard) (White) (Message)	EA	50%	4	\$ 252.00	\$ 504.00
711-11-170	Thermoplastic (Standard) (White) (Arrows)	EA	50%	9	\$ 72.57	\$ 326.57
711-11-221	Thermoplastic (Standard) (Yellow) (Solid) (6")	LF	75%	100	\$ 0.79	\$ 59.25
711-11-222	Thermoplastic (Standard) (Yellow) (Solid) (8")	LF	5%	100	\$ 1.06	\$ 5.30
711-11-223	Thermoplastic (Standard) (Yellow) (Solid) (12")	LF	5%	100	\$ 2.31	\$ 11.55
711-11-224	Thermoplastic (Standard) (Yellow) (Solid) (18")	LF	50%	100	\$ 2.97	\$ 148.50
711-11-225	Thermoplastic (Standard) (Yellow) (Solid) (24")	LF	5%	100	\$ 4.62	\$ 23.10
711-11-241	Thermoplastic (Standard) (Yellow) (Skip) (6")	LF	5%	100	\$ 1.32	\$ 6.60
711-17	Thermoplastic (Remove)	SF	25%	50	\$ 4.62	\$ 57.75
999-700-404	Sign Post (Powder Coated Aluminum) (4" x 4") (6 - 8' Length)	EA	5%	6	\$ 600.00	\$ 180.00
999-700-405	Mile Marker Post (Powder Coated Aluminum) (6" x 6") (3 - 5' Length)	EA	5%	6	\$ 800.00	\$ 240.00
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	5%	60		
999-550-141	Fencing (Vinyle) (3-Rail) (5')	LF	5%	500	\$ 20.00	\$ 500.00
999-550-142	Fencing (Vinyle) (Privacy) (5')	LF	5%	500	\$ 39.60	\$ 990.00
999-550-151	Fencing (Wood) (Split 2-Rail) (5')	LF	5%	500	\$ 10.60	\$ 265.00
999-550-152	Fencing (Wood) (Privacy) (6')	LF	5%	500	\$ 39.60	\$ 990.00
Total				1		\$308,886.10

Total Bid price = Total Bid Price/100

1

\$3,088.86

**PUBLIC WORKS MINOR PROJECTS CONTINUING CONSTRUCTION AGREEMENT
CONSTRUCTION COSTS LESS THAN \$1,000,000 (CC-1075-06/TRJ)**

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **JCB CONSTRUCTION**, duly authorized to conduct business in the State of Florida, whose address is 800 West Gore Street, Orlando, FL 32805, 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. Services. The COUNTY does hereby retain the CONTRACTOR to furnish continuing construction services for projects with estimated construction costs less than \$1,000,000 and in accordance with Project No. CC-1075-06/TRJ. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of the parties, may be extended for two (2) additional one (1) year terms. CONTRACTOR may request price adjustments at time of renewal. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered

therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A." Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by the CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the rate schedule attached as Exhibit "B." The total

amount of compensation paid to the CONTRACTOR under the terms of this Agreement shall not exceed the amount budgeted by the COUNTY for this project.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

Section 6. 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, 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 Contract.

(b) 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) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) 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.

Section 7. 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 including Work Orders.
- (b) Addenda.
- (c) Bid.

- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (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. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 8. 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 9. 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 10. 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:

County Public Works Director
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

FOR CONTRACTOR:

JCB CONSTRUCTION
Attn: Superintendent
800 West Gore Street
Orlando, FL 32805

Section 11. 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 12. 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 PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

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.

ATTEST:

JCB CONSTRUCTION

Witness

By: _____

Print Name

GRATTEN L. WHITE, President

Witness

Date: _____

Print Name

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/jjr
11/15/06
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Attachments:

- Exhibit "A" - Sample Work Order
- Exhibit "B" - Rate Schedule

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

COTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (_____) calendar days after the date when the Work Order 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 (_____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

COUNTY)

(THIS SECTION TO BE COMPLETED BY THE

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

WITNESSES:

(Contracts Analyst, print name)

(Contracts Analyst, print name)

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) 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 DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) 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.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the 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.
 - ii. The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the 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.

f) PAYMENT PROCEDURES.

- (i) 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 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.
- (iii) 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 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 Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) 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, _____ (\$ _____) 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 froth above.
- (ii) 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work.

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION
PROJECTS - CONSTRUCTION COST LESS THAN \$1,000,000.00

COUNTY CONTRACT NO.: CC-1075-06/TRJ

Name of Bidder: JCB Construction, Inc.

Mailing Address: 800 West Gore Street

Street Address: SAME

City/State/Zip: Orlando, FL 32805

Phone Number: (407) 425-9880

FAX Number: (407) 425-9972

Contractor's License # CLC060340

E-Mail Address: gwhite@jcbcon.net

TO: Purchasing and Contracts Division of Seminole County, Florida

Addenda Nos. 1 through 4, on file at the Purchasing and Contracts 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 and Work Orders.

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 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.

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: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION PROJECTS – CONSTRUCTION COST LESS THAN \$1,000,000.00
COUNTY CONTRACT NO.: CC-1075-06/TRJ

TO: Board of County Commissioners
Seminole County, Florida

EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

Overall Evaluation Analysis: All contractors must be FDOT qualified to do the work on the attached list. Using a unique approach to projects of this nature, Public Works has given bid items weight multipliers (WM) based on how often the bid item is used. The WM for the bid items were assigned on the following basis:

Every project = 100 %
Often = 75 %
Somewhat Often = 50 %
Not Often = 25 %
Seldom = 5 %

The Contractor's bid price for each item = Percent x Unit Price x Approximate Quantity. The sum total of all bid items will be the bid price.

The bid will be awarded based on cumulative Point Score of 100%. Section I of the award will be 60%, and Section II award will be 40% which brings the total score to a maximum of 100 points.

Section I – Bid Price Award – Maximum 60 Points

Evaluated in accordance with the Procurement Code.

Section II – General Project Experience – Maximum 40 Points

Each Contractor will submit a list of 8 projects, along with a contract administrator name and phone number. These will be considered general references and these projects can be anywhere in Central Florida, (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). These projects must be different than those listed in Section III. The Contract Administrator will be asked to award one of the following grades:

Excellent
5 Points

Very Good
4 Points

Good
3 Points

Poor
0 Points

Section III – Award of Continuous Contract

The contractors scores will be totaled and a minimum of the four (4) highest scoring contractors will be awarded contracts. Each Work Order will then be awarded based on price and time depending on the requirement of the project! Where time is critical, the A + B Method will be used to evaluate Work Order quotes.

The contract will be for three (3) years, renewable every year with new prices. If the new prices or the performance of the contractor is not acceptable, the County can exercise termination of one or all contracts.

TOTAL PRICE = 377,309.⁷⁸

Grand Total Price divided by Sum of Wt. Multiplier (100): \$
(Maximum 60 Points of Bid Award)

3773.10

Numbers

Three thousand seven hundred seventy three dollars, ten cents

(IN WORDS)

The quantities indicated in the Bid Forms are for evaluation purposes and the County does not guarantee materials or quantities during the duration of the Contract.

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 Price 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 and W-9
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug Free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 27th day of September, 2006

JCB Construction, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

Gratten L. White, Jr.
(Printed name of person signing this BID FORM)

Vice President
(Title of person signing this BID FORM)

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Max. for Sidewalk, 10% Max. for Roadway of Total Unit Price Bid excluding Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-1	Maintenance of Traffic (5% Maximum of Total Unit Price Bid excluding Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-14	Traffic Control Officer	MH	5%	8	\$ 48.00	\$ 19.20
102-60	Signs, Work Zone	ED	100%	240	\$ 0.65	\$ 156.00
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 0.65	\$ 1,040.00
102-74-2	Barricade (Temporary) (Type III) (6')	ED	25%	800	\$ 2.90	\$ 580.00
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 60.00	\$ 240.00
102-77	Hi Intensity Flashing Lights (Temporary-Type B)	ED	100%	80	\$ 3.20	\$ 256.00
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 66.00	\$ 92.40
104-4	Mowing	AC	5%	1	\$ 320.00	\$ 16.00
104-10-2	Synthetic Bales	LF	5%	4	\$ 24.00	\$ 4.80
104-11	Turbidity Barrier, Floating	LF	25%	40	\$ 17.00	\$ 170.00
104-12	Turbidity Barrier, Staked	LF	50%	40	\$ 3.00	\$ 60.00
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 1.75	\$ 1,400.00
110-1-1	Clearing and Grubbing (5% Maximum of Total Unit Price Bid excluding Mobilization, MOT and Clearing and Grubbing pay items)	LS				
110-4	Pavement, Removal of Existing Concrete	SY	20%	300	\$ 15.00	\$ 900.00
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 350.00	\$ 350.00
120-1	Excavation, Regular	CY	100%	300	\$ 17.00	\$ 5,100.00
120-2	Excavation, Borrow	CY	100%	200	\$ 19.00	\$ 3,800.00
120-3	Excavation, Lateral Ditch	CY	5%	400	\$ 18.00	\$ 360.00
120-5	Excavation, Channel	CY	5%	400	\$ 18.00	\$ 360.00
120-6	Embankment	CY	25%	100	\$ 19.00	\$ 475.00
121-70	Flowable Fill	CY	5%	25	\$ 245.00	\$ 306.25
145-1	Geosynthetic Reinforced Soil Slopes	SF	5%	500	\$ 2.00	\$ 50.00
145-2	Geosynthetic Reinforced Foundations over Soft Soils	SY	25%	50	\$ 12.00	\$ 150.00
160-4	Stabilization, Type B (12")	SY	50%	900	\$ 6.75	\$ 3,037.50
162-1-11	Prepared Soil Layer (Finish Soil Layer) (6")	SY	25%	500	\$ 8.00	\$ 1,000.00
285-701	Base, Optional (Base Group 01)	SY	25%	100	\$ 12.00	\$ 300.00
285-704	Base, Optional (Base Group 04)	SY	25%	100	\$ 16.00	\$ 400.00
285-706	Base, Optional (Base Group 06)	SY	25%	100	\$ 21.00	\$ 525.00
285-709	Base, Optional (Base Group 09)	SY	75%	150	\$ 27.00	\$ 3,037.50

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
285-712	Base, Optional (Base Group 12)	SY	25%	100	\$ 31.00	\$ 775.00
325-75	Asphalt Surface, Reworking Existing	SY	5%	25		
327-70-1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	25%	120	\$ 17.00	\$ 510.00
327-70-4	Milling Existing Asphalt Pavement (3" Avg. Depth)	SY	5%	200	\$ 21.00	\$ 210.00
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	5%	200	\$ 19.00	\$ 190.00
331-2	Asphaltic Concrete, Type S	TN	75%	300	\$ 220.00	\$ 49,500.00
337-7-2	Asph. Concrete Friction Course (Inc. Bit) (Rubber) (FC-2 - 60 lb./SY)	TN	100%	100	\$ 240.00	\$ 24,000.00
337-7-3	Asph. Concrete Friction Course (Inc. Bit) (Rubber) (FC-3 - 110 lb./SY)	TN	75%	200	\$ 240.00	\$ 36,000.00
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 300.00	\$ 750.00
350-1-1	Cement Concrete Pavement (Plain) (6")	SY	5%	25	\$ 82.00	\$ 102.50
350-1-2	Cement Concrete Pavement (Plain) (7")	SY	5%	25	\$ 89.00	\$ 111.25
350-1-3	Cement Concrete Pavement (Plain) (8")	SY	5%	25	\$ 99.00	\$ 123.75
350-2-1	Cement Concrete Pavement (Reinforced) (6")	SY	5%	25	\$ 100.00	\$ 125.00
350-2-2	Cement Concrete Pavement (Reinforced) (7")	SY	5%	25	\$ 108.00	\$ 135.00
350-2-3	Cement Concrete Pavement (Reinforced) (8")	SY	5%	25	\$ 118.00	\$ 147.50
400-1-1	Concrete, Class I (Culverts)	CY	5%	10	\$ 900.00	\$ 450.00
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 940.00	\$ 1,974.00
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 960.00	\$ 960.00
400-1-15	Concrete, Class I (Miscellaneous)	CY	5%	10	\$ 900.00	\$ 450.00
400-2-2	Concrete, Class II (Endwalls)	CY	5%	42	\$ 1,250.00	\$ 2,625.00
400-2-10	Concrete, Class II (Approach Slabs / Abutments)	CY	5%	10	\$ 995.00	\$ 497.50
415-1-1	Reinforcing Steel (Roadway)	LB	5%	100	\$ 4.50	\$ 22.50
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 4.75	\$ 23.75
425-1-311	Inlets, (Curb Type P-1) (<10')	EA	5%	2	\$ 4,000.00	\$ 400.00
425-1-321	Inlets, (Curb Type P-2) (<10')	EA	5%	2	\$ 4,000.00	\$ 400.00
425-1-351	Inlets, (Curb Type P-5) (<10')	EA	5%	2	\$ 4,500.00	\$ 450.00
425-1-361	Inlets, (Curb Type P-6) (<10')	EA	5%	2	\$ 4,500.00	\$ 450.00
425-1-521	Inlets, (DT Bot Type C) (<10')	EA	5%	2	\$ 3,300.00	\$ 330.00
425-1-541	Inlets, (DT Bot Type D) (<10')	EA	5%	2	\$ 3,900.00	\$ 390.00
425-1-551	Inlets, (DT Bot Type E) (<10')	EA	5%	2	\$ 5,000.00	\$ 500.00
425-1-910	Inlets, (Closed Flume)	EA	5%	2	\$ 2,800.00	\$ 280.00
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 3,300.00	\$ 330.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 750.00	\$ 75.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
425-5	Manholes, (Adjust)	EA	5%	2	\$ 750.00	\$ 75.00
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 900.00	\$ 90.00
430-1-321	Pipe Culvert, Concrete (Class III) (12")	LF	5%	24	\$ 60.00	\$ 72.00
430-1-323	Pipe Culvert, Concrete (Class III) (15")	LF	5%	24	\$ 68.00	\$ 81.60
430-1-325	Pipe Culvert, Concrete (Class III) (18")	LF	5%	24	\$ 72.00	\$ 86.40
430-1-329	Pipe Culvert, Concrete (Class III) (24")	LF	25%	32	\$ 82.00	\$ 656.00
430-1-338	Pipe Culvert, Concrete (Class III) (36")	LF	5%	32	\$ 99.00	\$ 158.40
430-1-340	Pipe Culvert, Concrete (Class III) (42")	LF	5%	40	\$ 120.00	\$ 240.00
430-1-341	Pipe Culvert, Concrete (Class III) (48")	LF	5%	40	\$ 175.00	\$ 350.00
430-14-101	Pipe Culvert, Elliptical Concrete (Class HE-III) (12"x 18")	LF	5%	32	\$ 60.00	\$ 96.00
430-14-102	Pipe Culvert, Elliptical Concrete (Class HE-III) (14"x 23")	LF	5%	32	\$ 70.00	\$ 112.00
430-14-103	Pipe Culvert, Elliptical Concrete (Class HE-III) (19"x 30")	LF	5%	50	\$ 86.00	\$ 215.00
430-14-105	Pipe Culvert, Elliptical Concrete (Class HE-III) (29"x 45")	LF	5%	64	\$ 102.00	\$ 326.40
430-14-108	Pipe Culvert, Elliptical Concrete (Class HE-III) (34"x 53")	LF	5%	80	\$ 140.00	\$ 560.00
430-14-109	Pipe Culvert, Elliptical Concrete (Class HE-III) (38"x 60")	LF	5%	80	\$ 180.00	\$ 720.00
430-14-112	Pipe Culvert, Elliptical Concrete (Class HE-III) (48"x 76")	LF	5%	80	\$ 265.00	\$ 1,060.00
430-612-125	U-Endwall (Grate) (1:4 Slope)(18")	EA	5%	2	\$ 3,500.00	\$ 350.00
430-612-129	U-Endwall (Grate) (1:4 Slope) (24")	EA	5%	2	\$ 4,600.00	\$ 460.00
430-961-213	Pipe Culvert, PVC (Schedule 40) (Not Encased) (4")	LF	5%	30	\$ 30.00	\$ 45.00
430-961-216	Pipe Culvert, PVC (Schedule 40) (Not Encased) (6")	LF	5%	30	\$ 32.00	\$ 48.00
430-98-121	Mitered End Section, (Polyethylene Pipe) (12")	EA	5%	24	\$ 600.00	\$ 720.00
430-98-123	Mitered End Section, (Polyethylene Pipe) (15")	EA	25%	24	\$ 650.00	\$ 3,900.00
430-98-125	Mitered End Section, (Polyethylene Pipe) (18")	EA	25%	24	\$ 750.00	\$ 4,500.00
430-98-129	Mitered End Section, (Polyethylene Pipe) (24")	EA	25%	24	\$ 850.00	\$ 5,100.00
430-98-133	Mitered End Section, (Polyethylene Pipe) (30")	EA	25%	30	\$ 1,500.00	\$ 11,250.00
430-98-138	Mitered End Section, (Polyethylene Pipe) (36")	EA	5%	30	\$ 1,700.00	\$ 2,550.00
430-98-221	Mitered End Section, (Concrete Pipe Round) (12")	EA	25%	2	\$ 650.00	\$ 325.00
430-98-223	Mitered End Section, (Concrete Pipe Round) (15")	EA	5%	2	\$ 800.00	\$ 80.00
430-98-225	Mitered End Section, (Concrete Pipe Round) (18")	EA	25%	2	\$ 1,000.00	\$ 500.00
430-98-229	Mitered End Section, (Concrete Pipe Round) (24")	EA	25%	2	\$ 1,250.00	\$ 625.00
430-98-238	Mitered End Section, (Concrete Pipe Round) (36")	EA	5%	2	\$ 2,000.00	\$ 200.00
430-98-402	Mitered End Section, (Concrete Pipe Elliptical) (14"x 23")	EA	5%	2	\$ 900.00	\$ 90.00
430-98-403	Mitered End Section, (Concrete Pipe Elliptical) (19"x 30")	EA	5%	2	\$ 1,200.00	\$ 120.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
430-98-405	Mitered End Section, (Concrete Pipe Elliptical) (29"x 45")	EA	5%	2	\$ 1,650.00	\$ 165.00
430-99-21	Pipe Culvert, Polyethylene (12")	LF	5%	24	\$ 26.00	\$ 31.20
430-99-23	Pipe Culvert, Polyethylene (15")	LF	25%	24	\$ 30.00	\$ 180.00
430-99-25	Pipe Culvert, Polyethylene (18")	LF	25%	24	\$ 39.00	\$ 234.00
430-99-27	Pipe Culvert, Polyethylene (24")	LF	25%	30	\$ 49.00	\$ 367.50
430-99-29	Pipe Culvert, Polyethylene (30")	LF	25%	30	\$ 66.00	\$ 495.00
430-99-31	Pipe Culvert, Polyethylene (36")	LF	5%	32	\$ 90.00	\$ 144.00
440-1-30	Underdrain (Type III) (8")	LF	5%	800	\$ 25.00	\$ 1,000.00
440-73-3	Underdrain Outlet Pipe (8")	LF	5%	20	\$ 40.00	\$ 40.00
440-77-3	Underdrain Cleanout (8")	EA	5%	5	\$ 350.00	\$ 87.50
514-71	Plastic Filter Fabric	SY	5%	50	\$ 8.00	\$ 20.00
515-1-22	Pipe Handrail-Guiderail (Aluminum) (42" Double Rail) (Green)	LF	25%	120	\$ 80.00	\$ 2,400.00
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 140.00	\$ 840.00
515-2-301	Pedestrian / Bicycle Railing (Aluminum) (42" Picket) (Green)	LF	5%	550	\$ 120.00	\$ 3,300.00
515-2-302	Pedestrian / Bicycle Railing (Aluminum) (54" Picket) (Green)	LF	5%	550	\$ 140.00	\$ 3,850.00
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	\$ 25.00	\$ 312.50
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	\$ 27.00	\$ 675.00
520-2-1	Curb Concrete (Type A)	LF	25%	400	\$ 27.00	\$ 2,700.00
520-2-4	Curb Concrete (Type D)	LF	25%	400	\$ 26.00	\$ 2,600.00
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 24.00	\$ 60.00
520-3	Valley Gutter, Concrete	LF	5%	50	\$ 30.00	\$ 75.00
520-5-11	Traffic Separator, Concrete (Type I) (4' Wide)	LF	5%	100	\$ 65.00	\$ 325.00
520-5-12	Traffic Separator, Concrete (Type I) (6' Wide)	LF	5%	100	\$ 98.00	\$ 490.00
522-1	Sidewalk, Concrete (4" Thick)	SY	75%	1600	\$ 54.00	\$ 64,800.00
522-2	Sidewalk, Concrete (6" Thick)	SY	75%	10	\$ 69.00	\$ 517.50
522-3	Sidewalk, Concrete (4" Thick) (FiberMesh Reinforced)	SY	75%	800	\$ 60.00	\$ 36,000.00
522-4	Sidewalk, Concrete (6" Thick) (FiberMesh Reinforced)	SY	75%	10	\$ 75.00	\$ 562.50
523-1-1	Pavement / Textured Pavement (Over Asphalt)	SY	5%	250	_____	_____
523-1-2	Pavement / Textured Pavement (Over Concrete)	SY	5%	250	_____	_____
525-1	Asphaltic Concrete Curb	LF	5%	250	\$ 50.00	\$ 625.00
527-1	Applied Warning on Walking Surface (Retrofit) (Preformed Thermoplastic)	SF	50%	8	\$ 110.00	\$ 440.00
530-1	RipRap (Sand Cement)	CY	10%	40	\$ 900.00	\$ 3,600.00
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 250.00	\$ 250.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
530-3-4	RipRap (Rubble) (Ditch Lining)	TN	25%	20	\$ 200.00	\$ 1,000.00
530-76-2	Gabion Mat (9" Thick)	SY	5%	500	\$ 220.00	\$ 5,500.00
530-77-2	Gabion Basket (36" Thick)	SY	5%	1000	\$ 350.00	\$ 17,500.00
530-78	RipRap (Articulating Block)	SY	15%	200	\$ 250.00	\$ 7,500.00
536-1-1	Guardrail (Roadway)	LF	25%	250	\$ 60.00	\$ 3,750.00
536-2	Guardrail (Shop-Bent Panels)	LF	5%	50	\$ 75.00	\$ 187.50
536-7	Guardrail Post, Special	EA	5%	6	\$ 160.00	\$ 48.00
536-73	Guardrail Removal	LF	10%	250	\$ 60.00	\$ 1,500.00
536-85-22	Guardrail End Anchorage Assembly (Flared)	EA	10%	4	\$ 3,500.00	\$ 1,400.00
536-85-24	Guardrail End Anchorage Assembly (Parallel)	EA	10%	2	\$ 4,000.00	\$ 800.00
536-85-25	Guardrail End Anchorage Assembly (Type II)	EA	10%	2	\$ 1,000.00	\$ 200.00
536-85-26	Guardrail End Anchorage Assembly (Type CRT)	EA	10%	2	\$ 5,000.00	\$ 1,000.00
538-1	Guardrail Reset	LF	5%	2	\$ 70.00	\$ 7.00
547-70-1	RipRap, Fabric Formed Concrete (8" Filter Points)	SY	10%	50	\$ 125.00	\$ 625.00
550-10-110	Fencing (Type A) (5' Height) (Standard)	LF	5%	200	\$ 10.00	\$ 100.00
550-10-220	Fencing (Type B) (6' Height) (Standard)	LF	5%	200	\$ 16.00	\$ 160.00
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 14.00	\$ 140.00
550-60-111	Fence Gate (Type A) (Single) (6' Opening)	EA	5%	2	\$ 600.00	\$ 60.00
550-60-123	Fence Gate (Type A) (Double) (12.1' - 18' Opening)	EA	5%	2	\$ 1,500.00	\$ 150.00
550-60-223	Fence Gate (Type B) (Double) (12.1' - 18' Opening)	EA	5%	2	\$ 1,750.00	\$ 175.00
550-60-234	Fence Gate (Type B) (Sliding/Cantilever) (18.1' - 20' Opening)	EA	5%	2	\$ 6,000.00	\$ 600.00
570-2	Seeding & Mulching	SY	5%	300	\$ 0.75	\$ 11.25
570-5	Fertilizer	TN/10	5%	1	\$ 450.00	\$ 11.25
570-9	Water for Grass	MG	5%	2	\$ 450.00	\$ 45.00
571-1-1	Plastic Erosion Mat (Turf Reinforcement Mat)	SY	5%	250	\$ 12.00	\$ 150.00
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 3.50	\$ 5,250.00
575-1-3	Sodding (Argentia Bahia)	SY	25%	500	\$ 3.50	\$ 437.50
575-1-4	Sodding (St. Augustine)	SY	100%	1500	\$ 5.00	\$ 7,500.00
577-70	Reworking Shoulder	SY	5%	50	\$ 6.00	\$ 15.00
630-1-12	Conduit - Signals (Furnish & Install) (Underground)	LF	5%	50	\$ 12.00	\$ 30.00
630-1-14	Conduit - Signals (Furnish & Install) (Underground - Jacked)	LF	5%	30	\$ 48.00	\$ 72.00
635-1-11	Pull & Junction Boxes (Furnish & Install) (Pull Box)	EA	5%	10	\$ 520.00	\$ 260.00
660-2-101	Loop Assembly, (Furnish & Install) (Type A)	AS	5%	8	\$ 1,200.00	\$ 480.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

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660-2-102	Loop Assembly, (Furnish & Install) (Type B)	AS	5%	4	\$ 1,350.00	\$ 270.00
660-2-106	Loop Assembly, (Furnish & Install) (Type F)	AS	5%	6	\$ 1,500.00	\$ 450.00
660-4-4	Loop Material, (AWG #14 Lead-in Cable)	LF	5%	440	\$ 12.00	\$ 264.00
690-32-1	Pole Removal (Shallow) (Direct Burial)	EA	5%	2	\$ 1,200.00	\$ 120.00
690-32-2	Pole Removal (Shallow) (Bolt on Attachment)	EA	5%	2	\$ 1,500.00	\$ 150.00
690-33-1	Pole Removal (Deep) (Direct Burial)	EA	5%	2	\$ 2,800.00	\$ 280.00
690-33-2	Pole Removal (Deep) (Bolt on Attachment)	EA	5%	2	\$ 4,000.00	\$ 400.00
690-50	Controller Assembly, Remove	EA	5%	1	\$ 500.00	\$ 25.00
690-80	Span Wire Assembly, Remove	EA	5%	1	\$ 350.00	\$ 17.50
690-90	Conduit & Cabling, Remove	PI	5%	2	\$ 350.00	\$ 35.00
700-40-1	Sign, Single Post (Less than 12 SF)	AS	5%	4	\$ 550.00	\$ 110.00
700-40-2	Sign, Single Post (12-25 SF)	AS	5%	2	\$ 1,200.00	\$ 120.00
700-46-11	Sign, Existing (Remove) (Single Post)	AS	5%	3	\$ 125.00	\$ 18.75
700-46-21	Sign, Existing (Relocate) (Single Post)	AS	5%	1	\$ 250.00	\$ 12.50
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	\$ 1,500.00	\$ 300.00
700-48-18	Sign Panel (Furnish & Install) (15 SF or Less)	EA	5%	4	\$ 750.00	\$ 150.00
700-48-19	Sign Panel (F & I) (16 - 100 SF)	EA	5%	4	\$ 3,700.00	\$ 740.00
705-1	Delineator, Single Unit	EA	5%	20	\$ 65.00	\$ 65.00
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 90.00	\$ 90.00
706-3	Marker Pavement Retro-Reflective	EA	75%	100	\$ 9.00	\$ 675.00
710-5-1	Guide Lines, (Paint / Dotted) (White)	LF	50%	66	\$ 0.70	\$ 23.10
710-5-2	Guide Lines, (Paint / Dotted) (Yellow)	LF	50%	66	\$ 0.71	\$ 23.43
710-6	Directional Arrows, Painted	EA	50%	9	\$ 75.00	\$ 337.50
710-7	Pavement Messages, Painted	EA	50%	4	\$ 100.00	\$ 200.00
710-11	Paint, Remove Existing Markings	SF	10%	250	\$ 12.00	\$ 300.00
710-25-61	Traffic Stripe, Solid (White/Black/Blue) (6")	LF	50%	100	\$ 1.00	\$ 50.00
710-25-81	Traffic Stripe, Solid (White/Black/Blue) (8")	LF	20%	100	\$ 1.25	\$ 25.00
710-25-121	Traffic Stripe, Solid (White/Black/Blue) (12")	LF	20%	100	\$ 1.75	\$ 35.00
710-25-181	Traffic Stripe, Solid (White/Black/Blue) (18")	LF	20%	100	\$ 2.00	\$ 40.00
710-25-241	Traffic Stripe, Solid (White/Black/Blue) (24")	LF	50%	100	\$ 2.50	\$ 125.00
710-26-61	Traffic Stripe, Solid (Yellow) (6")	LF	50%	100	\$ 1.00	\$ 50.00
710-26-181	Traffic Stripe, Solid (Yellow) (18")	LF	50%	200	\$ 2.00	\$ 200.00
710-27	Skip Traffic Stripe, (White/Black/Blue)	LF	5%	150	\$ 1.25	\$ 9.38

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
710-28	Skip Traffic Stripe, (Yellow)	LF	25%	150	\$ 1.25	\$ 46.88
710-29	Reflective Paint (Island Nose) (White)	SY	50%	16	\$ 8.00	\$ 64.00
710-30	Reflective Paint (Island Nose) (Yellow)	SY	50%	50	\$ 8.00	\$ 200.00
711-11-121	Thermoplastic (Standard) (White) (Solid) (6")	LF	75%	100	\$ 2.00	\$ 150.00
711-11-122	Thermoplastic (Standard) (White) (Solid) (8")	LF	5%	100	\$ 2.50	\$ 12.50
711-11-123	Thermoplastic (Standard) (White) (Solid) (12")	LF	5%	100	\$ 2.65	\$ 13.25
711-11-124	Thermoplastic (Standard) (White) (Solid) (18")	LF	5%	100	\$ 4.00	\$ 20.00
711-11-125	Thermoplastic (Standard) (White) (Solid) (24")	LF	50%	100	\$ 6.00	\$ 300.00
711-11-141	Thermoplastic (Standard) (White) (Skip) (6")	LF	5%	100	\$ 2.00	\$ 10.00
711-11-151	Thermoplastic (Standard) (White) (Dotted / Guideline) (6")	LF	50%	100	\$ 2.00	\$ 100.00
711-11-160	Thermoplastic (Standard) (White) (Message)	EA	50%	4	\$ 300.00	\$ 600.00
711-11-170	Thermoplastic (Standard) (White) (Arrows)	EA	50%	9	\$ 175.00	\$ 787.50
711-11-221	Thermoplastic (Standard) (Yellow) (Solid) (6")	LF	75%	100	\$ 3.00	\$ 225.00
711-11-222	Thermoplastic (Standard) (Yellow) (Solid) (8")	LF	5%	100	\$ 3.50	\$ 17.50
711-11-223	Thermoplastic (Standard) (Yellow) (Solid) (12")	LF	5%	100	\$ 4.00	\$ 20.00
711-11-224	Thermoplastic (Standard) (Yellow) (Solid) (18")	LF	50%	100	\$ 4.90	\$ 245.00
711-11-225	Thermoplastic (Standard) (Yellow) (Solid) (24")	LF	5%	100	\$ 7.50	\$ 37.50
711-11-241	Thermoplastic (Standard) (Yellow) (Skip) (6")	LF	5%	100	\$ 3.00	\$ 15.00
711-17	Thermoplastic (Remove)	SF	25%	50	\$ 7.00	\$ 87.50
999-700-404	Sign Post (Powder Coated Aluminum) (4" x 4") (6 - 9' Length)	EA	5%	6	\$ 500.00	\$ 150.00
999-700-406	Mile Marker Post (Powder Coated Aluminum) (6" x 6") (3 - 6' Length)	EA	5%	6	\$ 650.00	\$ 195.00
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	5%	60		
999-550-141	Fencing (Vinyle) (3-Rail) (5')	LF	5%	500	\$ 40.00	\$ 1,000.00
999-550-142	Fencing (Vinyle) (Privacy) (6')	LF	5%	500	\$ 60.00	\$ 1,500.00
999-550-151	Fencing (Wood) (Split 2-Rail) (5')	LF	5%	500	\$ 40.00	\$ 1,000.00
999-550-152	Fencing (Wood) (Privacy) (6')	LF	5%	500	\$ 70.00	\$ 1,750.00
Total				1		\$377,309.78

Total Bid price = Total Bid Price/100

1

\$3,773.10

**PUBLIC WORKS MINOR PROJECTS CONTINUING CONSTRUCTION AGREEMENT
CONSTRUCTION COSTS LESS THAN \$1,000,000 (CC-1075-06/TRJ)**

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **SOUTHLAND CONSTRUCTION**, duly authorized to conduct business in the State of Florida, whose address is 172 West Fourth Street, Apopka, FL 32703, 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. Services. The COUNTY does hereby retain the CONTRACTOR to furnish continuing construction services for projects with estimated construction costs less than \$1,000,000 and in accordance with Project No. CC-1075-06/TRJ. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of the parties, may be extended for two (2) additional one (1) year terms. CONTRACTOR may request price adjustments at time of renewal. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered

therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A." Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by the CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the rate schedule attached as Exhibit "B." The total

amount of compensation paid to the CONTRACTOR under the terms of this Agreement shall not exceed the amount budgeted by the COUNTY for this project.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

Section 6. 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, 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 Contract.

(b) 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) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) 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.

Section 7. 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 including Work Orders.
- (b) Addenda.
- (c) Bid.

- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (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. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 8. 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 9. 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 10. 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:

County Public Works Director
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

FOR CONTRACTOR:

SOUTHLAND CONSTRUCTION
Attn: Superintendent
172 West Fourth Street
Apopka, FL 32703

Section 11. 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 12. 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 PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

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.

SOUTHLAND CONSTRUCTION

Witness

Print Name

Witness

Print Name

By: _____

DANIEL L. CARR, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____

CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AC/jjr

11/15/06

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Attachments:

Exhibit "A" - Sample Work Order

Exhibit "B" - Rate Schedule

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

COTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (_____) calendar days after the date when the Work Order 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 (_____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

COUNTY)

(THIS SECTION TO BE COMPLETED BY THE

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) 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 DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) 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.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the 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.
 - ii. The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the 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.

f) PAYMENT PROCEDURES.

- (i) 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 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.
- (iii) 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 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 Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) 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, _____ (\$ _____) 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 froth above.
- (ii) 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work.

BID FORM

**SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF**

**AGREEMENT TITLE: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION
PROJECTS – CONSTRUCTION COST LESS THAN \$1,000,000.00**

COUNTY CONTRACT NO.: CC-1075-06/TRJ

Name of Bidder: Southland Construction, Inc.

Mailing Address: 172 West Fourth Street

Street Address: 172 West Fourth Street

City/State/Zip: Apopka, Florida 32703

Phone Number: (407) 889-9844

FAX Number: (407) 886-4348

Contractor's License # 1495138

E-Mail Address: dancarr@southlandconstruction.com

TO: Purchasing and Contracts Division of Seminole County, Florida

Addenda Nos. 1 through 4, on file at the Purchasing and Contracts 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 and Work Orders.

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 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.

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: CONTINUOUS CONTRACT FOR PUBLIC WORKS MINOR CONSTRUCTION PROJECTS – CONSTRUCTION COST LESS THAN \$1,000,000.00
COUNTY CONTRACT NO.: CC-1075-06/TRJ

TO: Board of County Commissioners
Seminole County, Florida

EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

Overall Evaluation Analysis: All contractors must be FDOT qualified to do the work on the attached list. Using a unique approach to projects of this nature, Public Works has given bid items weight multipliers (WM) based on how often the bid item is used. The WM for the bid items were assigned on the following basis:

Every project = 100 %
Often = 75 %
Somewhat Often = 50 %
Not Often = 25 %
Seldom = 5 %

The Contractor's bid price for each item = Percent x Unit Price x Approximate Quantity. The sum total of all bid items will be the bid price.

The bid will be awarded based on cumulative Point Score of 100%. Section I of the award will be 60%, and Section II award will be 40% which brings the total score to a maximum of 100 points.

Section I – Bid Price Award – Maximum 60 Points

Evaluated in accordance with the Procurement Code.

Section II – General Project Experience – Maximum 40 Points

Each Contractor will submit a list of 8 projects, along with a contract administrator name and phone number. These will be considered general references and these projects can be anywhere in Central Florida, (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). These projects must be different than those listed in Section III. The Contract Administrator will be asked to award one of the following grades:

<u>Excellent</u> 5 Points	<u>Very Good</u> 4 Points	<u>Good</u> 3 Points	<u>Poor</u> 0 Points
------------------------------	------------------------------	-------------------------	-------------------------

Section III – Award of Continuous Contract

The contractors scores will be totaled and a minimum of the four (4) highest scoring contractors will be awarded contracts. Each Work Order will then be awarded based on price and time depending on the requirement of the project. Where time is critical, the A + B Method will be used to evaluate Work Order quotes.

The contract will be for three (3) years, renewable every year with new prices. If the new prices or the performance of the contractor is not acceptable, the County can exercise termination of one or all contacts.

TOTAL PRICE =

Grand Total Price divided by Sum of Wt. Multiplier (100): \$ 3,800.45
(Maximum 60 Points of Bid Award) Numbers

Three-Thousand Eight Hundred Dollars Fourty Five Cents

(IN WORDS)

The quantities indicated in the Bid Forms are for evaluation purposes and the County does not guarantee materials or quantities during the duration of the Contract.

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 Price 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 and W-9

Section 00300 - Non-Collusion Affidavit of Bidder Form

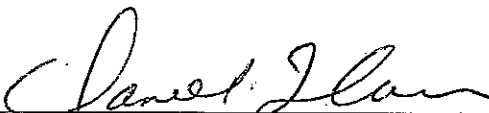
Section 00310 - Certification of Nonsegregated Facilities Form

Section 00330 - Drug Free Workplace Form

Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 20th day of September, 2006.

Southland Construction, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

Daniel L. Carr
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

Continuous Construction Services for 2007 Under \$ 1,000,000

Updated 6-30-06

CC-1075-06/TRJ

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Max. for Sidewalk, 10% Max. for Roadway of Total Unit Price Bid excluding Mobilization, MOT and Cleaning and Grubbing pay items)	LS				
102-1	Maintenance of Traffic (5% Maximum of Total Unit Price Bid excluding Mobilization, MOT and Cleaning and Grubbing pay items)	LS				
102-14	Traffic Control Officer	MH	5%	8	\$ 56.00	\$ 22.40
102-60	Signs, Work Zone	ED	100%	240	\$ 0.40	\$ 96.00
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 0.40	\$ 640.00
102-74-2	Barricade (Temporary) (Type III) (6')	ED	25%	800	\$ 0.70	\$ 140.00
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 12.00	\$ 48.00
102-77	Hi Intensity Flashing Lights (Temporary-Type B)	ED	100%	80	\$ 0.50	\$ 40.00
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 40.00	\$ 56.00
104-4	Mowing	AC	5%	1	\$ 400.00	\$ 20.00
104-10-2	Synthetic Bales	LF	5%	4	\$ 26.00	\$ 5.20
104-11	Turbidity Barrier, Floating	LF	25%	40	\$ 15.50	\$ 155.00
104-12	Turbidity Barrier, Staked	LF	50%	40	\$ 10.15	\$ 203.00
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 1.60	\$ 1,280.00
110-1-1	Cleaning and Grubbing (5% Maximum of Total Unit Price Bid excluding Mobilization, MOT and Cleaning and Grubbing pay items)	LS				
110-4	Pavement, Removal of Existing Concrete	SY	20%	300	\$ 11.00	\$ 660.00
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 123.00	\$ 123.00
120-1	Excavation, Regular	CY	100%	300	\$ 12.00	\$ 3,600.00
120-2	Excavation, Borrow	CY	100%	200	\$ 18.00	\$ 3,600.00
120-3	Excavation, Lateral Ditch	CY	5%	400	\$ 8.00	\$ 160.00
120-5	Excavation, Channel	CY	5%	400	\$ 10.00	\$ 200.00
120-6	Embankment	CY	25%	100	\$ 7.00	\$ 175.00
121-70	Flowable Fill	CY	5%	25	\$ 260.00	\$ 325.00
145-1	Geosynthetic Reinforced Soil Slopes	SF	5%	500	\$ 1.00	\$ 25.00
145-2	Geosynthetic Reinforced Foundations over Soft Soils	SY	25%	50	\$ 11.85	\$ 148.13
160-4	Stabilization, Type B (12")	SY	50%	900	\$ 14.20	\$ 6,390.00
162-1-11	Prepared Soil Layer (Finish Soil Layer) (6")	SY	25%	500	\$ 8.15	\$ 1,018.75
285-701	Base, Optional (Base Group 01)	SY	25%	100	\$ 15.00	\$ 375.00
285-704	Base, Optional (Base Group 04)	SY	25%	100	\$ 16.00	\$ 400.00
285-706	Base, Optional (Base Group 06)	SY	25%	100	\$ 20.00	\$ 500.00
285-709	Base, Optional (Base Group 09)	SY	75%	150	\$ 24.00	\$ 2,700.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

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285-712	Base, Optional (Base Group 12)	SY	25%	100	\$ 30.00	\$ 750.00
325-75	Asphalt Surface, Reworking Existing	SY	5%	25		
327-70-1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	25%	120	\$ 90.00	\$ 2,700.00
327-70-4	Milling Existing Asphalt Pavement (3" Avg. Depth)	SY	5%	200	\$ 59.50	\$ 595.00
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	5%	200	\$ 53.50	\$ 535.00
331-2	Asphaltic Concrete, Type S	TN	75%	300	\$ 221.20	\$ 49,770.00
337-7-2	Asph. Concrete Friction Course (Inc. Bit) (Rubber) (FC-2 - 60 lb./SY)	TN	100%	100	\$ 458.00	\$ 45,800.00
337-7-3	Asph. Concrete Friction Course (Inc. Bit) (Rubber) (FC-3 - 110 lb./SY)	TN	75%	200	\$ 422.15	\$ 63,322.50
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 1,040.00	\$ 2,600.00
350-1-1	Cement Concrete Pavement (Plain) (6")	SY	5%	25	\$ 69.00	\$ 86.25
350-1-2	Cement Concrete Pavement (Plain) (7")	SY	5%	25	\$ 79.00	\$ 98.75
350-1-3	Cement Concrete Pavement (Plain) (8")	SY	5%	25	\$ 96.50	\$ 120.63
350-2-1	Cement Concrete Pavement (Reinforced) (6")	SY	5%	25	\$ 72.60	\$ 90.75
350-2-2	Cement Concrete Pavement (Reinforced) (7")	SY	5%	25	\$ 82.80	\$ 103.50
350-2-3	Cement Concrete Pavement (Reinforced) (8")	SY	5%	25	\$ 89.50	\$ 111.88
400-1-1	Concrete, Class I (Culverts)	CY	5%	10	\$ 1,605.00	\$ 802.50
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 1,130.00	\$ 2,373.00
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 1,677.00	\$ 1,677.00
400-1-15	Concrete, Class I (Miscellaneous)	CY	5%	10	\$ 284.49	\$ 142.25
400-2-2	Concrete, Class II (Endwalls)	CY	5%	42	\$ 1,368.00	\$ 2,872.80
400-2-10	Concrete, Class II (Approach Slabs / Abutments)	CY	5%	10	\$ 250.00	\$ 125.00
415-1-1	Reinforcing Steel (Roadway)	LB	5%	100	\$ 1.50	\$ 7.50
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 1.50	\$ 7.50
425-1-311	Inlets, (Curb Type P-1) (<10')	EA	5%	2	\$ 4,975.00	\$ 497.50
425-1-321	Inlets, (Curb Type P-2) (<10')	EA	5%	2	\$ 5,040.00	\$ 504.00
425-1-351	Inlets, (Curb Type P-5) (<10')	EA	5%	2	\$ 4,860.00	\$ 486.00
425-1-361	Inlets, (Curb Type P-6) (<10')	EA	5%	2	\$ 5,400.00	\$ 540.00
425-1-521	Inlets, (DT Bot Type C) (<10')	EA	5%	2	\$ 2,930.00	\$ 293.00
425-1-541	Inlets, (DT Bot Type D) (<10')	EA	5%	2	\$ 3,700.00	\$ 370.00
425-1-551	Inlets, (DT Bot Type E) (<10')	EA	5%	2	\$ 4,860.00	\$ 486.00
425-1-910	Inlets, (Closed Flume)	EA	5%	2	\$ 8,320.00	\$ 832.00
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 5,100.00	\$ 510.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 2,900.00	\$ 290.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

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425-5	Manholes, (Adjust)	EA	5%	2	\$ 3,130.00	\$ 313.00
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 4,060.00	\$ 406.00
430-1-321	Pipe Culvert, Concrete (Class III) (12")	LF	5%	24	\$ 136.00	\$ 163.20
430-1-323	Pipe Culvert, Concrete (Class III) (15")	LF	5%	24	\$ 145.00	\$ 174.00
430-1-325	Pipe Culvert, Concrete (Class III) (18")	LF	5%	24	\$ 154.00	\$ 184.80
430-1-329	Pipe Culvert, Concrete (Class III) (24")	LF	25%	32	\$ 136.99	\$ 1,095.92
430-1-338	Pipe Culvert, Concrete (Class III) (36")	LF	5%	32	\$ 194.00	\$ 310.40
430-1-340	Pipe Culvert, Concrete (Class III) (42")	LF	5%	40	\$ 230.00	\$ 460.00
430-1-341	Pipe Culvert, Concrete (Class III) (48")	LF	5%	40	\$ 260.00	\$ 520.00
430-14-101	Pipe Culvert, Elliptical Concrete (Class HE-III) (12"x 18")	LF	5%	32	\$ 109.00	\$ 174.40
430-14-102	Pipe Culvert, Elliptical Concrete (Class HE-III) (14"x 23")	LF	5%	32	\$ 127.00	\$ 203.20
430-14-103	Pipe Culvert, Elliptical Concrete (Class HE-III) (19"x 30")	LF	5%	50	\$ 161.60	\$ 404.00
430-14-105	Pipe Culvert, Elliptical Concrete (Class HE-III) (29"x 45")	LF	5%	64	\$ 219.20	\$ 701.44
430-14-108	Pipe Culvert, Elliptical Concrete (Class HE-III) (34"x 53")	LF	5%	80	\$ 251.75	\$ 1,007.00
430-14-109	Pipe Culvert, Elliptical Concrete (Class HE-III) (38"x 60")	LF	5%	80	\$ 291.75	\$ 1,167.00
430-14-112	Pipe Culvert, Elliptical Concrete (Class HE-III) (48"x 76")	LF	5%	80	\$ 417.14	\$ 1,668.56
430-612-125	U-Endwall (Grate) (1:4 Slope)(18")	EA	5%	2	\$ 2,850.00	\$ 285.00
430-612-129	U-Endwall (Grate) (1:4 Slope) (24")	EA	5%	2	\$ 3,140.00	\$ 314.00
430-961-213	Pipe Culvert, PVC (Schedule 40) (Not Encased) (4")	LF	5%	30	\$ 11.75	\$ 17.63
430-961-216	Pipe Culvert, PVC (Schedule 40) (Not Encased) (6")	LF	5%	30	\$ 18.55	\$ 27.83
430-98-121	Mitered End Section, (Polyethylene Pipe) (12")	EA	5%	24	\$ 657.60	\$ 789.12
430-98-123	Mitered End Section, (Polyethylene Pipe) (15")	EA	25%	24	\$ 664.00	\$ 3,984.00
430-98-125	Mitered End Section, (Polyethylene Pipe) (18")	EA	25%	24	\$ 641.50	\$ 3,849.00
430-98-129	Mitered End Section, (Polyethylene Pipe) (24")	EA	25%	24	\$ 694.25	\$ 4,165.50
430-98-133	Mitered End Section, (Polyethylene Pipe) (30")	EA	25%	30	\$ 980.00	\$ 7,350.00
430-98-138	Mitered End Section, (Polyethylene Pipe) (36")	EA	5%	30	\$ 985.00	\$ 1,477.50
430-98-221	Mitered End Section, (Concrete Pipe Round) (12")	EA	25%	2	\$ 1,767.00	\$ 883.50
430-98-223	Mitered End Section, (Concrete Pipe Round) (15")	EA	5%	2	\$ 1,720.91	\$ 172.09
430-98-225	Mitered End Section, (Concrete Pipe Round) (18")	EA	25%	2	\$ 1,740.00	\$ 870.00
430-98-229	Mitered End Section, (Concrete Pipe Round) (24")	EA	25%	2	\$ 1,770.00	\$ 885.00
430-98-238	Mitered End Section, (Concrete Pipe Round) (36")	EA	5%	2	\$ 4,225.00	\$ 422.50
430-98-402	Mitered End Section, (Concrete Pipe Elliptical) (14"x 23")	EA	5%	2	\$ 1,630.00	\$ 163.00
430-98-403	Mitered End Section, (Concrete Pipe Elliptical) (19"x 30")	EA	5%	2	\$ 1,885.00	\$ 188.50

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

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430-98-405	Mitered End Section, (Concrete Pipe Elliptical) (29"x 45")	EA	5%	2	\$ 3,350.00	\$ 335.00
430-99-21	Pipe Culvert, Polyethylene (12")	LF	5%	24	\$ 59.20	\$ 71.04
430-99-23	Pipe Culvert, Polyethylene (15")	LF	25%	24	\$ 70.85	\$ 425.10
430-99-25	Pipe Culvert, Polyethylene (18")	LF	25%	24	\$ 71.60	\$ 429.60
430-99-27	Pipe Culvert, Polyethylene (24")	LF	25%	30	\$ 76.10	\$ 570.75
430-99-29	Pipe Culvert, Polyethylene (30")	LF	25%	30	\$ 105.00	\$ 787.50
430-99-31	Pipe Culvert, Polyethylene (36")	LF	5%	32	\$ 134.00	\$ 214.40
440-1-30	Underdrain (Type III) (8")	LF	5%	800	\$ 39.50	\$ 1,580.00
440-73-3	Underdrain Outlet Pipe (8")	LF	5%	20	\$ 27.10	\$ 27.10
440-77-3	Underdrain Cleanout (8")	EA	5%	5	\$ 313.50	\$ 78.38
514-71	Plastic Filter Fabric	SY	5%	50	\$ 4.25	\$ 10.63
515-1-22	Pipe Handrail-Guiderail (Aluminum) (42" Double Rail) (Green)	LF	25%	120	\$ 35.00	\$ 1,050.00
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 38.65	\$ 231.90
515-2-301	Pedestrian / Bicycle Railing (Aluminum) (42" Picket) (Green)	LF	5%	550	\$ 78.00	\$ 2,145.00
515-2-302	Pedestrian / Bicycle Railing (Aluminum) (54" Picket) (Green)	LF	5%	550	\$ 84.00	\$ 2,310.00
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	\$ 23.00	\$ 287.50
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	\$ 24.50	\$ 612.50
520-2-1	Curb Concrete (Type A)	LF	25%	400	\$ 22.80	\$ 2,280.00
520-2-4	Curb Concrete (Type D)	LF	25%	400	\$ 20.85	\$ 2,085.00
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 21.40	\$ 53.50
520-3	Valley Gutter, Concrete	LF	5%	50	\$ 29.50	\$ 73.75
520-5-11	Traffic Separator, Concrete (Type I) (4' Wide)	LF	5%	100	\$ 27.05	\$ 135.25
520-5-12	Traffic Separator, Concrete (Type I) (6' Wide)	LF	5%	100	\$ 40.50	\$ 202.50
522-1	Sidewalk, Concrete (4" Thick)	SY	75%	1600	\$ 33.60	\$ 40,320.00
522-2	Sidewalk, Concrete (6" Thick)	SY	75%	10	\$ 52.00	\$ 390.00
522-3	Sidewalk, Concrete (4" Thick) (FiberMesh Reinforced)	SY	75%	800	\$ 35.00	\$ 21,000.00
522-4	Sidewalk, Concrete (6" Thick) (FiberMesh Reinforced)	SY	75%	10	\$ 54.00	\$ 405.00
523-1-1	Pavement / Textured Pavement (Over Asphalt)	SY	5%	250		
523-1-2	Pavement / Textured Pavement (Over Concrete)	SY	5%	250		
525-1	Asphaltic Concrete Curb	LF	5%	250	\$ 15.30	\$ 191.25
527-1	Applied Warning on Walking Surface (Retrofit) (Prefomed Thermoplastic)	SF	50%	8	\$ 52.00	\$ 208.00
530-1	RipRap (Sand Cement)	CY	10%	40	\$ 456.00	\$ 1,824.00
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 175.00	\$ 175.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

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530-3-4	RipRap (Rubble) (Ditch Lining)	TN	25%	20	\$ 168.00	\$ 840.00
530-76-2	Gabion Mat (9" Thick)	SY	5%	500	\$ 445.00	\$ 11,125.00
530-77-2	Gabion Basket (36" Thick)	SY	5%	1000	\$ 505.00	\$ 25,250.00
530-78	RipRap (Articulating Block)	SY	15%	200	\$ 160.00	\$ 4,800.00
536-1-1	Guardrail (Roadway)	LF	25%	250	\$ 22.00	\$ 1,375.00
536-2	Guardrail (Shop-Bent Panels)	LF	5%	50	\$ 26.00	\$ 65.00
536-7	Guardrail Post, Special	EA	5%	6	\$ 191.00	\$ 57.30
536-73	Guardrail Removal	LF	10%	250	\$ 4.80	\$ 120.00
536-85-22	Guardrail End Anchorage Assembly (Flared)	EA	10%	4	\$ 2,230.00	\$ 892.00
536-85-24	Guardrail End Anchorage Assembly (Parallel)	EA	10%	2	\$ 2,620.00	\$ 524.00
536-85-25	Guardrail End Anchorage Assembly (Type II)	EA	10%	2	\$ 1,310.00	\$ 262.00
536-85-26	Guardrail End Anchorage Assembly (Type CRT)	EA	10%	2	\$ 1,900.00	\$ 380.00
538-1	Guardrail Reset	LF	5%	2	\$ 11.30	\$ 1.13
547-70-1	RipRap, Fabric Formed Concrete (8" Filter Points)	SY	10%	50	\$ 86.00	\$ 430.00
550-10-110	Fencing (Type A) (5' Height) (Standard)	LF	5%	200	\$ 11.90	\$ 119.00
550-10-220	Fencing (Type B) (6' Height) (Standard)	LF	5%	200	\$ 24.00	\$ 240.00
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 11.90	\$ 119.00
550-60-111	Fence Gate (Type A) (Single) (6' Opening)	EA	5%	2	\$ 360.00	\$ 36.00
550-60-123	Fence Gate (Type A) (Double) (12.1' - 18' Opening)	EA	5%	2	\$ 715.00	\$ 71.50
550-60-223	Fence Gate (Type B) (Double) (12.1' - 18' Opening)	EA	5%	2	\$ 1,070.00	\$ 107.00
550-60-234	Fence Gate (Type B) (Sliding/Cantilever) (18.1' - 20' Opening)	EA	5%	2	\$ 1,780.00	\$ 178.00
570-2	Seeding & Mulching	SY	5%	300	\$ 1.25	\$ 18.75
570-5	Fertilizer	TN/10	5%	1	\$ 475.00	\$ 11.88
570-9	Water for Grass	MG	5%	2	\$ 54.00	\$ 5.40
571-1-1	Plastic Erosion Mat (Turf Reinforcement Mat)	SY	5%	250	\$ 9.70	\$ 121.25
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 2.20	\$ 3,300.00
575-1-3	Sodding (Argentia Bahia)	SY	25%	500	\$ 2.80	\$ 350.00
575-1-4	Sodding (St. Augustine)	SY	100%	1500	\$ 3.40	\$ 5,100.00
577-70	Reworking Shoulder	SY	5%	50	\$ 6.15	\$ 15.38
630-1-12	Conduit - Signals (Furnish & Install) (Underground)	LF	5%	50	\$ 7.15	\$ 17.88
630-1-14	Conduit - Signals (Furnish & Install) (Underground - Jacked)	LF	5%	30	\$ 23.80	\$ 35.70
635-1-11	Pull & Junction Boxes (Furnish & Install) (Pull Box)	EA	5%	10	\$ 300.00	\$ 150.00
660-2-101	Loop Assembly, (Furnish & Install) (Type A)	AS	5%	8	\$ 830.00	\$ 332.00

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

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660-2-102	Loop Assembly, (Furnish & Install) (Type B)	AS	5%	4	\$ 830.00	\$ 166.00
660-2-106	Loop Assembly, (Furnish & Install) (Type F)	AS	5%	6	\$ 890.00	\$ 267.00
660-4-4	Loop Material, (AWG #14 Lead-in Cable)	LF	5%	440	\$ 4.20	\$ 92.40
690-32-1	Pole Removal (Shallow) (Direct Burial)	EA	5%	2	\$ 1,785.00	\$ 178.50
690-32-2	Pole Removal (Shallow) (Bolt on Attachment)	EA	5%	2	\$ 2,380.00	\$ 238.00
690-33-1	Pole Removal (Deep) (Direct Burial)	EA	5%	2	\$ 2,380.00	\$ 238.00
690-33-2	Pole Removal (Deep) (Bolt on Attachment)	EA	5%	2	\$ 2,380.00	\$ 238.00
690-50	Controller Assembly, Remove	EA	5%	1	\$ 355.00	\$ 17.75
690-80	Span Wire Assembly, Remove	EA	5%	1	\$ 355.00	\$ 17.75
690-90	Conduit & Cabling, Remove	PI	5%	2	\$ 355.00	\$ 35.50
700-40-1	Sign, Single Post (Less than 12 SF)	AS	5%	4	\$ 320.00	\$ 64.00
700-40-2	Sign, Single Post (12-25 SF)	AS	5%	2	\$ 625.00	\$ 62.50
700-46-11	Sign, Existing (Remove) (Single Post)	AS	5%	3	\$ 95.00	\$ 14.25
700-46-21	Sign, Existing (Relocate) (Single Post)	AS	5%	1	\$ 190.00	\$ 9.50
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	\$ 620.00	\$ 124.00
700-48-18	Sign Panel (Furnish & Install) (15 SF or Less)	EA	5%	4	\$ 315.00	\$ 63.00
700-48-19	Sign Panel (F & I) (16 - 100 SF)	EA	5%	4	\$ 950.00	\$ 190.00
705-1	Delineator, Single Unit	EA	5%	20	\$ 77.00	\$ 77.00
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 77.00	\$ 77.00
706-3	Marker Pavement Retro-Reflective	EA	75%	100	\$ 4.75	\$ 356.25
710-5-1	Guide Lines, (Paint / Dotted) (White)	LF	50%	66	\$ 1.20	\$ 39.60
710-5-2	Guide Lines, (Paint / Dotted) (Yellow)	LF	50%	66	\$ 1.20	\$ 39.60
710-6	Directional Arrows, Painted	EA	50%	9	\$ 42.00	\$ 189.00
710-7	Pavement Messages, Painted	EA	50%	4	\$ 60.00	\$ 120.00
710-11	Paint, Remove Existing Markings	SF	10%	250	\$ 1.20	\$ 30.00
710-25-61	Traffic Stripe, Solid (White/Black/Blue) (6")	LF	50%	100	\$ 0.40	\$ 20.00
710-25-81	Traffic Stripe, Solid (White/Black/Blue) (8")	LF	20%	100	\$ 0.45	\$ 9.00
710-25-121	Traffic Stripe, Solid (White/Black/Blue) (12")	LF	20%	100	\$ 1.20	\$ 24.00
710-25-181	Traffic Stripe, Solid (White/Black/Blue) (18")	LF	20%	100	\$ 2.40	\$ 48.00
710-25-241	Traffic Stripe, Solid (White/Black/Blue) (24")	LF	50%	100	\$ 3.60	\$ 180.00
710-26-61	Traffic Stripe, Solid (Yellow) (6")	LF	50%	100	\$ 0.35	\$ 17.50
710-26-181	Traffic Stripe, Solid (Yellow) (18")	LF	50%	200	\$ 2.25	\$ 225.00
710-27	Skip Traffic Stripe, (White/Black/Blue)	LF	5%	150	\$ 0.60	\$ 4.50

Continuous Construction Services for 2007 Under \$ 1,000,000

CC-1075-06/TRJ

Updated 6-30-06

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
710-28	Skip Traffic Stripe, (Yellow)	LF	25%	150	\$ 0.60	\$ 22.50
710-29	Reflective Paint (Island Nose) (White)	SY	50%	16	\$ 29.75	\$ 238.00
710-30	Reflective Paint (Island Nose) (Yellow)	SY	50%	50	\$ 29.75	\$ 743.75
711-11-121	Thermoplastic (Standard) (White) (Solid) (6")	LF	75%	100	\$ 0.70	\$ 52.50
711-11-122	Thermoplastic (Standard) (White) (Solid) (8")	LF	5%	100	\$ 0.95	\$ 4.75
711-11-123	Thermoplastic (Standard) (White) (Solid) (12")	LF	5%	100	\$ 2.10	\$ 10.50
711-11-124	Thermoplastic (Standard) (White) (Solid) (18")	LF	5%	100	\$ 2.70	\$ 13.50
711-11-125	Thermoplastic (Standard) (White) (Solid) (24")	LF	50%	100	\$ 4.20	\$ 210.00
711-11-141	Thermoplastic (Standard) (White) (Skip) (6")	LF	5%	100	\$ 1.15	\$ 5.75
711-11-151	Thermoplastic (Standard) (White) (Dotted / Guideline) (6")	LF	50%	100	\$ 1.20	\$ 60.00
711-11-160	Thermoplastic (Standard) (White) (Message)	EA	50%	4	\$ 226.00	\$ 452.00
711-11-170	Thermoplastic (Standard) (White) (Arrows)	EA	50%	9	\$ 65.40	\$ 294.30
711-11-221	Thermoplastic (Standard) (Yellow) (Solid) (6")	LF	75%	100	\$ 0.70	\$ 52.50
711-11-222	Thermoplastic (Standard) (Yellow) (Solid) (8")	LF	5%	100	\$ 0.95	\$ 4.75
711-11-223	Thermoplastic (Standard) (Yellow) (Solid) (12")	LF	5%	100	\$ 2.10	\$ 10.50
711-11-224	Thermoplastic (Standard) (Yellow) (Solid) (18")	LF	50%	100	\$ 2.70	\$ 135.00
711-11-225	Thermoplastic (Standard) (Yellow) (Solid) (24")	LF	5%	100	\$ 4.20	\$ 21.00
711-11-241	Thermoplastic (Standard) (Yellow) (Skip) (6")	LF	5%	100	\$ 1.10	\$ 5.50
711-17	Thermoplastic (Remove)	SF	25%	50	\$ 4.20	\$ 52.50
999-700-404	Sign Post (Powder Coated Aluminum) (4" x 4") (6 - 9' Length)	EA	5%	6	\$ 458.00	\$ 137.40
999-700-406	Mile Marker Post (Powder Coated Aluminum) (6" x 6") (3 - 6' Length)	EA	5%	6	\$ 475.00	\$ 142.50
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	5%	60		
999-550-141	Fencing (Vinyle) (3-Rail) (5')	LF	5%	500	\$ 17.85	\$ 446.25
999-550-142	Fencing (Vinyle) (Privacy) (6')	LF	5%	500	\$ 36.00	\$ 900.00
999-550-151	Fencing (Wood) (Split 2-Rail) (5')	LF	5%	500	\$ 12.00	\$ 300.00
999-550-152	Fencing (Wood) (Privacy) (6')	LF	5%	500	\$ 24.00	\$ 600.00
Total				1		\$380,045.10

Total Bid price = Total Bid Price/100

1

\$3,800.45
