

## **CONSTRUCTION CONTRACTS**

- 32. Award CC-1284-06/TLR – Four Continuing Services Contracts for Sidewalks and Minor Construction less than \$250,000 to: Stage Door II of Apopka, FL; Compilog International Co. of Altamonte Springs, FL; AJC Construction, LLC of Orlando, FL; and Central Florida Environmental of Longwood, FL (Estimated annual budget of \$2,000,000).**

CC-1284-06/TLR will provide multiple contractors to perform sidewalk and minor construction (under \$250,000 per project) for the Public Works Department.

This project was publicly advertised and the County received six (6) 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.

At the November 7, 2006 Board meeting, staff recommended awarding contracts to all six bidders. Discussions revealed that the solicitation limited award to only four bidders. Staff is bringing this back to the Board with a recommendation of four agreements.

The Review Committee recommends award of contracts to the four lowest priced, responsive, responsible bidders, Stage Door II, Apopka; Compilog International Co., Altamonte Springs; Central Florida Environmental, Longwood; and AJC Construction, LLC, Orlando.

Authorization for performance of services by the Contractors under this agreement shall 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 will be utilized.

The work and dollar amount for each work order will be based on the project and will be negotiated on an as-needed basis, not to exceed \$250,000 per work order. The funding for this contract will be with each work order, since each work order has a unique scope of work and cost. The combined total of all work orders issued to the four contractors will not exceed the Board's approved budget for the projects covered. The combined total of the four contracts is estimated at \$2,000,000.00 per year.

Public Works 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-1284-06/TLR

BID TITLE: Continuous Contract for Sidewalks and Minor Construction

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

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Stage Door II 3208 Overland Rd. Apopka, FL 32703 Peter V. Piacenti, President Ph. 407-578-2918 Fx. 407-578-2921	Central Florida Environmental 740 Fl. Central Pkwy, Ste. 2032 Longwood, FL 32750 David Stalow, President Ph. 407-834-6115 Fx. 407-834-6391	Compilog International Co. 452 Osceola St., Ste. 104-105 Altamonte Springs, FL 32701 Luis F. Pinzon Ph. 407-265-9784 Fx. 407-265-2224
GRAND TOTAL (100%)	90.4%	73.2%	74%
Bid Price (60%)	\$484.20 = 60%	\$674.46 = 43.2%	*\$693.52 = 42%
General Project Experience- (40%)	30.4%	30%	32%
Bid Form/Acknowledgement of Addenda (2)	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

\*Correction made

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

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PAGE: 2 of 2

BID NUMBER: CC-1284-06/TLR

BID TITLE: Continuous Contract for Sidewalks and Minor Construction

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

ITEM DESCRIPTION	Response 4	Response 5	Response 6
	AJC Construction, LLC 8046A Presidents Dr. Orlando, FL 32809 Alexander Caputo, CFO Ph. 407-855-5572 Fx. 407-855-4922	Paragon Development & Constr. 2426 Baesel View Dr. Orlando, FL 32835 Paryis Mousavi, President Ph. 407-399-2543 Fx. 407-299-0116	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
GRAND TOTAL (100%)			
Bid Price (60%)	73%	72.8%	72.8
General Project Experience - (40%)	\$764.28 = 37.8%	*\$712.32 = 40.8%	\$717.26 = 40.8
Bid Form/Acknowledgement of Addenda (2)	37.8%	32%	32%
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
	Yes	Yes	Yes

\*Correction made

Opened and Tabulated by: T. Roberts, CPPB

POSTED: 09/28/2006 Update 11/9/06

FINAL RESULTS AND RECOMMENDATION: Stage Door II; Compilog; CFE Corp. ; AJC Construction

BCC award date: 12/12/2006

**AGREEMENT (CC-1284-06/TLR)**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **AJC CONSTRUCTION LLC**, duly authorized to conduct business in the State of Florida, whose address is 8046A Presidents Drive, Orlando, Florida 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 services for projects with estimated construction less than \$250,000 and in accordance with Project No. CC-1284-06/TLR. 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 option of the parties, may be renewed for one (1) additional one (1) year term. 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 commence 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 hereto 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

Project No. CC-1284-06/TLR.

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) years 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, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

**Section 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 COUNTY:**

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

**For CONTRACTOR:**

AJC Construction LLC  
8046A Presidents Drive  
Orlando, Florida 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 LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
ALEXANDER J. CAPUTO, CFO

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/lpk  
10/19/06  
CC-1284-AJC

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:**

\_\_\_\_\_  
 (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 31<sup>st</sup> 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.

**ADDENDUM #2  
BID FORM**

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

**AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR  
CONSTRUCTION LESS THAN \$250,000**

**COUNTY CONTRACT NO.: CC-1284-06/TLR**

Name of Bidder: ATC CONSTRUCTION, LLC

Mailing Address: 8046A PRESIDENTS DRIVE

Street Address: 8046A PRESIDENTS DRIVE

City/State/Zip: ORLANDO, FL 32809

Phone Number: (407) 855-5572

FAX Number: (407) 855-4922

Contractor's License # FDOT VENDOR # F900000274001

E-Mail Address: schullercontract@aol.com

TO: Purchasing and Contracts Division of Seminole County, Florida

Addenda Nos. 1 through 2, 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  
from the COUNTY directly or via the website ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing)).**

## BID FORM

**AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR CONSTRUCTION LESS THAN \$250,000**

**COUNTY CONTRACT NO.: CC-1284-06/TLR**

TO: Board of County Commissioners  
Seminole County, Florida

### EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

**Overall Evaluation Analysis:** 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 5 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 the four (4) highest scores will be awarded the 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 two (2) 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):  
(Maximum 65 60 Points of Bid Award)

764.28

Numbers

SEVEN HUNDRED SIXTY FOUR DOLLARS & 28/100

(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.

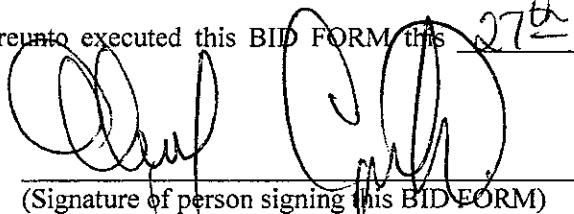
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Price stated above includes compensation for all Work, labor, permits, bonds, 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 27<sup>th</sup> day of SEPT., 2006.

ATC 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)

**ADDENDUM #2**  
**Continuous Services for Sidewalks and Minor Construction Under \$250,000**

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Maximum 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				
102-60	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
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 50.00	\$ 200.00
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 75.00	\$ 105.00
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	\$ 55.00	\$ 3,300.00
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 200.00	\$ 200.00
327-70-5	Milling Existing Asphalt Pavement ( 2" Avg. Depth)	SY	5%	200	\$ 22.00	\$ 220.00
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 250.00	\$ 625.00
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
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
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 2,500.00	\$ 250.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 500.00	\$ 50.00
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
430-1-323	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
430-612-125	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
430-98-223	Mitered End Section, (Concrete Pipe Round) ( 15")	EA	5%	2	\$ 750.00	\$ 75.00
430-98-225	Mitered End Section, (Concrete Pipe Round) ( 18")	EA	25%	2	\$ 750.00	\$ 375.00
430-98-229	Mitered End Section, (Concrete Pipe Round) ( 24")	EA	25%	2	\$ 750.00	\$ 375.00

**ADDENDUM #2**  
**Continuous Services for Sidewalks and Minor Construction Under \$250,000**

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 95.00	\$ 570.00
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	\$ 25.00	\$ 625.00
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 25.00	\$ 62.50
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	\$ 65.00	\$ 487.50
<del>623-1-1</del>	<del>Pavement / Textured Pavement (Over Asphalt)</del>	<del>SY</del>	<del>5%</del>	<del>250</del>	<del>\$ -</del>	<del>\$ -</del>
<del>623-1-2</del>	<del>Pavement / Textured Pavement (Over Concrete)</del>	<del>SY</del>	<del>5%</del>	<del>250</del>	<del>\$ -</del>	<del>\$ -</del>
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	\$ 550.00	\$ 2,200.00
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 200.00	\$ 200.00
530-78	RipRap (Articulating Block)	SY	15%	200	\$ 250.00	\$ 7,500.00
536-73	Guardrail Removal	LF	10%	250	\$ 5.00	\$ 125.00
538-1	Guardrail Reset	LF	5%	2	\$ 15.00	\$ 1.50
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 10.00	\$ 100.00
570-9	Water for Grass	MG	5%	2	\$ 250.00	\$ 25.00
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 4.00	\$ 6,000.00
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
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
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 60.00	\$ 60.00
<del>999-534-70</del>	<del>Gravity Wall, Concrete Block (Segmental)</del>	<del>SF</del>	<del>5%</del>	<del>60</del>	<del>_____</del>	<del>_____</del>
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		\$76,428.25
Total Bid price = Total Bid Price/100				1		\$764.28

**AGREEMENT (CC-1284-06/TLR)**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **COMPILOG INTERNATIONAL CO.**, duly authorized to conduct business in the State of Florida, whose address is 452 Osceola Street, Suite 104-105, Altamonte Springs, Florida 32701, 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 services for projects with estimated construction less than \$250,000 and in accordance with Project No. CC-1284-06/TLR. 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 option of the parties, may be renewed for one (1) additional one (1) year term. 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 commence 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 hereto 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



Project No. CC-1284-06/TLR.

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) years 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, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

**Section 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 COUNTY:**

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

**For CONTRACTOR:**

Compilog International Co.  
452 Osceola Street, Suite 104-105  
Altamonte Springs, Florida 32701

**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.

COMPILOG INTERNATIONAL CO.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
LUIS F. PINZON, 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/lpk  
10/19/06  
CC-1284-Compilog

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:**

\_\_\_\_\_  
 (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 hat 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 wit hits 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 31<sup>st</sup> 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 forth 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.

ADDENDUM #2  
BID FORM

SEMINOLE COUNTY, FLORIDA  
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR  
CONSTRUCTION LESS THAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

Name of Bidder: CONPILOG INTERNATIONAL COMPANY.

Mailing Address: 452 OSCEOLA STREET, SUITE 104-105.

Street Address: \_\_\_\_\_

City/State/Zip: AUTAWONTE SPRINGS, FLORIDA 32701.

Phone Number: (407) 265 97 84.

FAX Number: (407.) 265. 22 24.

Contractor's License # 1508237 CGC.

E-Mail Address: conpielog@hotmail.com.

TO: Purchasing and Contracts Division of Seminole County, Florida

Addenda Nos. 1 through 2, 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  
from the COUNTY directly or via the website ([www.seminolecountvfl.gov/purchasing](http://www.seminolecountvfl.gov/purchasing)).

ADDENDUM #2

BID FORM

08/06

P/W Sidewalk & Misc. Constr.

00100-1  
CC-1284-06



## BID FORM

**AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR CONSTRUCTION LESS THAN \$250,000**

**COUNTY CONTRACT NO.: CC-1284-06/TLR**

TO: Board of County Commissioners  
Seminole County, Florida

### EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

**Overall Evaluation Analysis:** 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 5 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 the four (4) highest scores will be awarded the 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 two (2) 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.

ADDENDUM #2

BID FORM

08/06

P/W Sidewalk & Misc. Constr.

00100-2  
CC-1284-06



TOTAL PRICE =

Grand Total Price divided by Sum of Wt. Multiplier (100):  
(Maximum 65 60 Points of Bid Award)

693<sup>46</sup>.52 *per*

Numbers

SIX HUNDRED NINE THREE DOLLARS AND 46/100.

(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.

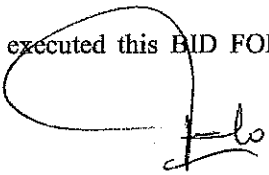
**The Bidder acknowledges the receipt, execution, and return of the following forms:**

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 27 day of September, 2006.

CONPILOG

(Name of BIDDER)

  
(Signature of person signing this BID FORM)

Luis F. Pinzon.  
(Printed name of person signing this BID FORM)

President.  
(Title of person signing this BID FORM)

**ADDENDUM #2**  
**Continuous Services for Sidewalks and Minor Construction Under \$250,000**

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Maximum 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				
102-60	Signs, Work Zone	ED	100%	240	\$ 125	\$ 300 <sup>00</sup>
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 110	\$ 1,760 <sup>00</sup>
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 22 <sup>74</sup>	\$ 90 <sup>06</sup>
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 60 <sup>19</sup>	\$ 84 <sup>27</sup>
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 203	\$ 1,624 <sup>00</sup>
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	\$ 19 <sup>26</sup>	\$ 1,155 <sup>00</sup>
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 139 <sup>10</sup>	\$ 139 <sup>10</sup>
327-70-5	Milling Existing Asphalt Pavement ( 2" Avg. Depth)	SY	5%	200	\$ 21 <sup>40</sup>	\$ 214 <sup>00</sup>
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 256 <sup>80</sup>	\$ 642 <sup>00</sup>
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 1,177 <sup>00</sup>	\$ 2,471 <sup>70</sup>
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 845 <sup>30</sup>	\$ 845 <sup>30</sup>
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 190	\$ 90
425-1-311	Inlets, (Curb Type P-1) (<10')	EA	5%	2	\$ 6879 <sup>00</sup>	\$ 687 <sup>00</sup>
425-1-321	Inlets, (Curb Type P-2) (<10')	EA	5%	2	\$ 6891 <sup>81</sup>	\$ 6891 <sup>9</sup>
425-1-351	Inlets, (Curb Type P-5) (<10')	EA	5%	2	\$ 6644 <sup>70</sup>	\$ 6644 <sup>7</sup>
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 6665 <sup>03</sup>	\$ 666 <sup>00</sup> .50
425-4	Inlet, (Adjust)	EA	5%	2	\$ 4387 <sup>00</sup>	\$ 438 <sup>70</sup>
425-5	Manholes, (Adjust)	EA	5%	2	\$ 3424 <sup>00</sup>	\$ 342 <sup>40</sup>
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 4044 <sup>00</sup>	\$ 404 <sup>00</sup> .46
430-1-323	Pipe Culvert, Concrete (Class III) ( 15")	LF	5%	24	\$ 7960	\$ 89 <sup>88</sup> 95.52
430-1-325	Pipe Culvert, Concrete (Class III) ( 18")	LF	5%	24	\$ 87 <sup>74</sup>	\$ 105 <sup>29</sup>
430-1-329	Pipe Culvert, Concrete (Class III) ( 24")	LF	25%	32	\$ 115 <sup>56</sup>	\$ 924 <sup>48</sup>
430-612-125	U-Endwall (Grate) ( 1:4 Slope) ( 18")	EA	5%	2	\$ 3852 <sup>00</sup>	\$ 385 <sup>20</sup>
430-612-129	U-Endwall (Grate) ( 1:4 Slope) ( 24")	EA	5%	2	\$ 3852 <sup>00</sup>	\$ 385 <sup>00</sup> .20
430-951-213	Pipe Culvert, PVC (Schedule 40) (Not Encased) ( 4")	LF	5%	30	\$ 18 <sup>23</sup>	\$ 28 <sup>25</sup>
430-98-223	Mitered End Section, (Concrete Pipe Round) ( 15")	EA	5%	2	\$ 1284 <sup>00</sup>	\$ 128 <sup>40</sup>
430-98-225	Mitered End Section, (Concrete Pipe Round) ( 18")	EA	25%	2	\$ 1,369 <sup>00</sup>	\$ 684 <sup>80</sup>
430-98-229	Mitered End Section, (Concrete Pipe Round) ( 24")	EA	25%	2	\$ 1,407 <sup>05</sup>	\$ 703 <sup>05</sup>

ADDENDUM #2  
 BID FORM  
 08/2006

P/W Sidewalk Misc. Constr.

00100-4  
 CC-1284-06

*[Handwritten signature]*

**ADDENDUM #2**  
**Continuous Services for Sidewalks and Minor Construction Under \$250,000**

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 58 <sup>85</sup>	\$ 353 <sup>10</sup>
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	\$ 19 <sup>20</sup>	\$ 240 <sup>75</sup>
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	\$ 23 <sup>54</sup>	\$ 588 <sup>80</sup>
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 17 <sup>13</sup>	\$ 42 <sup>80</sup>
522-3	Sidewalk, Concrete ( 4" Thick) (FiberMesh Reinforced)	SY	75%	800	\$ 36 <sup>38</sup>	\$ 36 <sup>38</sup> 21,828.
522-4	Sidewalk, Concrete ( 6" Thick) (FiberMesh Reinforced)	SY	75%	10	\$ 43 <sup>81</sup>	\$ 329 <sup>03</sup>
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	\$ 19 <sup>26</sup>	\$ 240 <sup>75</sup>
527-1	Applied Warning on Walking Surface (Retrofit) (Preformed Thermoplastic)	SF	50%	8	\$ 181 <sup>90</sup>	\$ 727 <sup>60</sup>
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 117 <sup>70</sup>	\$ 117 <sup>70</sup>
530-78	RipRap (Articulating Block)	SY	15%	200	\$ 176 <sup>55</sup>	\$ 5,296 <sup>50</sup>
536-73	Guardrail Removal	LF	10%	250	\$ 17 <sup>12</sup>	\$ 428 <sup>00</sup>
538-1	Guardrail Reset	LF	5%	2	\$ 74 <sup>90</sup>	\$ 74 <sup>90</sup>
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 54 <sup>57</sup>	\$ 545 <sup>70</sup>
570-9	Water for Grass	MG	5%	2	\$ 40 <sup>13</sup>	\$ 4 <sup>01</sup>
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 34 <sup>42</sup>	\$ 5,130 <sup>00</sup>
575-1-4	Sodding (St. Augustine)	SY	100%	1500	\$ 6 <sup>68</sup>	\$ 10,020 <sup>00</sup>
577-70	Reworking Shoulder	SY	5%	50	\$ 10 <sup>70</sup>	\$ 26 <sup>75</sup>
700-46-11	Sign, Existing (Remove) (Single Post)	AS	5%	3	\$ 53 <sup>30</sup>	\$ 8 <sup>00</sup>
700-46-21	Sign, Existing (Relocate) (Single Post)	AS	5%	1	\$ 92 <sup>42</sup>	\$ 4 <sup>00</sup>
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	\$ 192 <sup>60</sup>	\$ 38 <sup>52</sup>
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 96 <sup>30</sup>	\$ 96 <sup>30</sup>
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	6%	60	\$ -	\$ -
999-550-141	Fencing (Vinyle) ( 3-Rail) ( 5' )	LF	5%	500	\$ 68 <sup>48</sup>	\$ 1,712 <sup>00</sup>
999-550-142	Fencing (Vinyle) (Privacy) ( 6' )	LF	5%	500	\$ 83 <sup>46</sup>	\$ 2,086 <sup>50</sup>
999-550-151	Fencing (Wood) (Split 2-Rail) ( 5' )	LF	5%	500	\$ 48 <sup>15</sup>	\$ 1,203 <sup>75</sup>
999-550-152	Fencing (Wood) (Privacy) ( 6' )	LF	5%	500	\$ 64 <sup>20</sup>	\$ 1,605 <sup>00</sup>
<b>TOTAL</b>					<b>169,352.08</b>	<b>69,346<sup>44</sup></b>
Total Bid price = Total Bid Price/100					<b>669.52</b>	<b>69346</b>



**AGREEMENT (CC-1284-06/TLR)**

**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, Florida 32750, hereinafter called the "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**W I T N E S S E T H:**

**Section 1. Services.** The COUNTY does hereby retain the CONTRACTOR to furnish continuing services for projects with estimated construction less than \$250,000 and in accordance with Project No. CC-1284-06/TLR. 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 option of the parties, may be renewed for one (1) additional one (1) year term. 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 commence 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 hereto 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 Project No. CC-1284-06/TLR.

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) years 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, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

**Section 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 COUNTY:**

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

**For CONTRACTOR:**

Central Florida Environmental  
740 Florida Central Parkway, Suite 2032  
Longwood, Florida 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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

DAVID STALOWY, 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/lpk

10/19/06

CC-1284-CFE

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:**

\_\_\_\_\_  
 (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 31<sup>st</sup> 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 forth 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: CONTINUING SERVICES FOR SIDEAWLKS AND MINOR  
CONSTRUCTION LESSTHAN \$250,000**

**COUNTY CONTRACT NO.: CC-1284-06/TLR**

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. 1 through 2, 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  
from the COUNTY directly or via the website ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing)).**

## BID FORM

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEAWLKS AND MINOR  
CONSTRUCTION LESS THAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

TO: Board of County Commissioners  
Seminole County, Florida

### EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

**Overall Evaluation Analysis:** 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 5 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 the four (4) highest scores will be awarded the 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 two (2) 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):  
(Maximum 65 Points of Bid Award)

\$ 674<sup>46</sup>/<sub>100</sub>

Numbers

SIX HUNDRED SEVENTY FOUR DOLLARS AND FORTY 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.

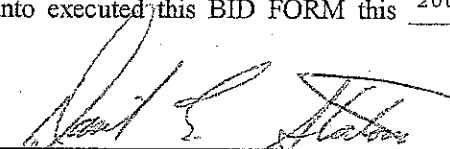
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Price stated above includes compensation for all Work, labor, permits, bonds, 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 20th day of  
September, 2006.

Central Florida Environmental, Corp.  
(Name of BIDDER)

  
(Signature of person signing this BID FORM)

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

President  
(Title of person signing this BID FORM)



**ADDENDUM #2**  
**Continuous Services for Sidewalks and Minor Construction Under \$250,000**

**CC-1284-06/TLR**

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Maximum 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				
102-60	Signs, Work Zone	ED	100%	240	\$ 0.55	\$ 132.00
102-74-1	Barricade (Temp)(Types I, II Vp & Drum)	ED	100%	1600	\$ 0.50	\$ 800.00
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 40.00	\$ 160.00
102-99	Changeable Variable Message Sign (Temp)	ED	5%	28	\$ 80.00	\$ 112.00
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 Cleaning and Grubbing pay items)	LS				
110-4	Pavement, Removal Of Exist Concrete	SY	20%	300	\$ 17.00	\$ 1,020.00
110-7-1	Mailbox (Furnish & Install)(Single)	EA	25%	4	\$ 119.00	\$ 119.00
327-70-5	Milling Existing Asphalt Pmnt (2" Avg Depth)	SY	5%	200	\$ 12.50	\$ 125.00
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 225.00	\$ 562.50
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
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
425-2-41	Manholes (P-7)(<10')	EA	5%	2	\$ 6,350.00	\$ 635.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 3,850.00	\$ 385.00
425-5	Manholes, (Adjust)	EA	5%	2	\$ 1,900.00	\$ 190.00
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 4,500.00	\$ 450.00
430-1-323	Pipe Culvert, Concrete (Class III)(15")	LF	5%	24	\$ 72.00	\$ 86.40
430-1-325	Pipe Culvert, Concrete (Class III)(18")	LF	5%	24	\$ 80.00	\$ 96.00
430-1-329	Pipe Culvert, Concrete (Class III)(24")	LF	25%	32	\$ 90.00	\$ 720.00
430-612-125	U-Endwall (Grate)(1:4 Slope)(18")	EA	5%	2	\$ 3,400.00	\$ 340.00
430-612-129	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
430-98-223	Mitered End Section, (Concrete Pipe Round)(15")	EA	5%	2	\$ 855.00	\$ 85.50
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

**ADDENDUM #2**  
**Continuous Services for Sidewalks and Minor Construction Under \$250,000**

CC-1284-06/TLR

515-1-23	Pipe Handrail-Guidesail (Aluminum)(54" Triple Rail)(	LF	5%	120	\$	100.00	\$	600.00
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
520-2-9	Curb Concrete (Ribbon Curb)(12"W X 8"D)	LF	5%	50	\$	25.00	\$	62.50
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	\$	25.00	\$	312.50
527-1	Applied Warning On Walking Surface (Retrofit) (Pres	SF	50%	8	\$	80.00	\$	320.00
530-3-3	Riprap (Rubble)(Bank & Shore)	TN	5%	20	\$	375.00	\$	375.00
530-78	Riprap (Articulating Block)	SY	15%	200	\$	200.00	\$	6,000.00
536-73	Guardrail Removal	LF	10%	250	\$	31.00	\$	775.00
538-1	Guardrail Reset	LF	5%	2	\$	66.00	\$	6.60
550-10-228	Fencing (Type B)(6' Height)(Reset Existing)	LF	5%	200	\$	30.50	\$	305.00
570-9	Water For Grass	MG	5%	2	\$	330.00	\$	33.00
575-1-1	Sodding (Bahia)	SY	100%	1500	\$	4.35	\$	6,525.00
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
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 Exist On Breakaway Supports (Single P	AS	5%	4	\$	7,425.00	\$	1,485.00
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$	86.00	\$	86.00
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	5%	60	\$	-	\$	-
999-550-141	Fencing (Vinyl)(3-Rail)(5')	LF	5%	500	\$	20.00	\$	500.00
999-550-142	Fencing (Vinyl)(Privacy)(6')	LF	5%	500	\$	40.00	\$	1,000.00
999-550-151	Fencing (Wood)(Split 2-Rail)(5')	LF	5%	500	\$	11.00	\$	275.00
999-550-152	Fencing (Wood)(Privacy)(6')	LF	5%	500	\$	40.00	\$	1,000.00
TOTAL							\$	67,446.00
Total Bid Price=Total Bid Price/100							\$	674.46

**AGREEMENT (CC-1284-06/TLR)**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **STAGE DOOR II, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3208 Overland Road, Apopka, Florida 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 services for projects with estimated construction less than \$250,000 and in accordance with Project No. CC-1284-06/TLR. 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 option of the parties, may be renewed for one (1) additional one (1) year term. 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 commence 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 hereto 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

Project No. CC-1284-06/TLR.

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) years 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, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

**Section 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 COUNTY:**

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

**For CONTRACTOR:**

Stage Door II, Inc.  
3208 Overland Road  
Apopka, Florida 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.

ATTEST:

STAGE DOOR II, INC.

By: \_\_\_\_\_  
PETER V. PIACENTI, 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/lpk  
10/19/06  
CC-1284-Stage Door

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:**

\_\_\_\_\_  
 (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 31<sup>st</sup> 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 forth 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.

ADDENDUM #2  
BID FORM

COPY

SEMINOLE COUNTY, FLORIDA  
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR  
CONSTRUCTION LESS THAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

Name of Bidder: Stage Door II, Inc.

Mailing Address: 3208 Overland Rd.

Street Address: 3208 Overland Rd

City/State/Zip: Apopka FL 32703

Phone Number: (407) 578-2918

FAX Number: (407) 578-2921

Contractor's License # CUC049484, CBC057849, QB0006598

E-Mail Address: StageDoorTwo@yahoo.com

TO: Purchasing and Contracts Division of Seminole County, Florida

Addenda Nos. 1 through 2, 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  
from the COUNTY directly or via the website ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing)).



## BID FORM

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR  
CONSTRUCTION LESSTHAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

TO: Board of County Commissioners  
Seminole County, Florida

### EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

**Overall Evaluation Analysis:** Using a unique approach to projects of this nature, Public Works has givin 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 5 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 the four (4) highest scores will be awarded the 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 two (2) 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):  
(Maximum 65 60 Points of Bid Award)

\$484.20

Numbers

Four hundred eighty four and 20/100

(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 27 day of September, 2006.

Stage Door II, Inc.  
(Name of BIDDER)

  
(Signature of person signing this BID FORM)

PETER V. Piacenti  
(Printed name of person signing this BID FORM)

Pres.  
(Title of person signing this BID FORM)

**ADDENDUM #2**  
**Continuous Services for Sidewalks and Minor Construction Under \$250,000**

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Maximum 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				
102-60	Signs, Work Zone	ED	100%	240	\$ 2.00	\$ 480.00
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 0.50	\$ 800.00
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 30.00	\$ 120.00
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 50.00	\$ 70.00
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 1.00	\$ 800.00
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	\$ 14.00	\$ 840.00
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 50.00	\$ 50.00
327-70-5	Milling Existing Asphalt Pavement ( 2" Avg. Depth)	SY	5%	200	\$ 25.00	\$ 250.00
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 200.00	\$ 500.00
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 600.00	\$ 1,260.00
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 600.00	\$ 600.00
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 20.00	\$ 100.00
425-1-311	Inlets, (Curb Type P-1) (<10)	EA	5%	2	\$ 3,000.00	\$ 300.00
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	\$ 4,000.00	\$ 400.00
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 2,000.00	\$ 200.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 1,000.00	\$ 100.00
425-5	Manholes, (Adjust)	EA	5%	2	\$ 1,000.00	\$ 100.00
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 2,000.00	\$ 200.00
430-1-323	Pipe Culvert, Concrete (Class III ) ( 15")	LF	5%	24	\$ 30.00	\$ 36.00
430-1-325	Pipe Culvert, Concrete (Class III ) ( 18")	LF	5%	24	\$ 35.00	\$ 42.00
430-1-329	Pipe Culvert, Concrete (Class III ) ( 24")	LF	25%	32	\$ 42.00	\$ 336.00
430-612-125	U-Endwall (Grate) ( 1:4 Slope)( 18")	EA	5%	2	\$ 2,918.00	\$ 291.80
430-612-129	U-Endwall (Grate) ( 1:4 Slope) ( 24")	EA	5%	2	\$ 4,052.00	\$ 405.20
430-961-213	Pipe Culvert, PVC (Schedule 40 ) (Not Encased) ( 4")	LF	5%	30	\$ 15.00	\$ 22.50
430-98-223	Mitered End Section, (Concrete Pipe Round) ( 15")	EA	5%	2	\$ 300.00	\$ 30.00
430-98-225	Mitered End Section, (Concrete Pipe Round) ( 18")	EA	25%	2	\$ 350.00	\$ 175.00
430-98-229	Mitered End Section, (Concrete Pipe Round) ( 24")	EA	25%	2	\$ 400.00	\$ 200.00

**ADDENDUM #2**  
**Continuous Services for Sidewalks and Minor Construction Under \$250,000**

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 100.00	\$ 600.00
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	\$ 20.00	\$ 250.00
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	\$ 20.00	\$ 500.00
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 18.00	\$ 45.00
522-3	Sidewalk, Concrete ( 4" Thick) (FiberMesh Reinforced)	SY	75%	800	\$ 38.00	\$ 22,800.00
522-4	Sidewalk, Concrete ( 6" Thick) (FiberMesh Reinforced)	SY	75%	10	\$ 45.00	\$ 337.50
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	\$ 20.00	\$ 250.00
527-1	Applied Warning on Walking Surface (Retrofit) (Preformed Thermoplastic)	SF	50%	8	\$ 300.00	\$ 1,200.00
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 25.00	\$ 25.00
530-78	RipRap (Articulating Block)	SY	15%	200	\$ 50.00	\$ 1,500.00
536-73	Guardrail Removal	LF	10%	250	\$ 5.00	\$ 125.00
538-1	Guardrail Reset	LF	5%	2	\$ 10.00	\$ 1.00
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 8.00	\$ 80.00
570-9	Water for Grass	MG	5%	2	\$ 100.00	\$ 10.00
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 3.00	\$ 4,500.00
575-1-4	Sodding (St. Augustine)	SY	100%	1500	\$ 3.50	\$ 5,250.00
577-70	Reworking Shoulder	SY	5%	50	\$ 9.00	\$ 22.50
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	\$ 100.00	\$ 5.00
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	\$ 100.00	\$ 20.00
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 25.00	\$ 25.00
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) ( 6' )	LF	5%	500	\$ 25.00	\$ 625.00
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	\$ 15.00	\$ 375.00
<b>TOTAL</b>				<b>1</b>		<b>\$48,419.50</b>
<b>Total Bid price = Total Bid Price/100</b>				<b>1</b>		<b>\$484.20</b>