23. Award CC-1251-04/TLR – Kewannee Trail to Central Florida Environmental Corp. Longwood ($769,787.30).

CC-1251-04/TLR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a new recreational trail facility. Work to include, but not limited to; site preparation, asphalt trail pavement, elevated wood boardwalk, landscape planting, park furniture installation, and concrete sidewalk with highly aesthetic and quality of finished product desired.

This project was publicly advertised and the County received six (6) responses. The Review Committee consisting of Mark Lichtenheld, Project Manager, David Martin, Principal Engineer, and Skip Growneveld, Construction Engineering Inspection, evaluated the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Central Florida Environmental, in the amount of $769,787.30. The completion time for this project is two hundred seventy-five (275) calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account number 077533.560650, CIP #187706. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

B.C.C. - SEMINOLE COUNTY, FL

BID TABULATION SHEET

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

BID NUMBER: CC-1251-04/TLR

BID TITLE: Kewannee Trail

OPENING DATE: November 30, 2004, 2:00 P.M.

ITEM DESCRIPTION	Response 1 Central Florida Environmental 740 Florida Central Pkwy. #2032 Longwood, FL 32750 David E. Stalowy, Pres. 407 834-6115 Ph. 407 834-6391 Fx.	Response 2 Gibbs & Register, Inc. 530 S. Main St. Winter Park, FL 34787 John W. Gibbs, Pres. 407 654-6133 Ph. 407 654-6134 Fx.	Response 3 Pooley Enterprises, Inc. 7081 Grand National Dr. Ste. 101 Orlando, FL 32819 Richard Pooley, Presi. 407 363-1993 Ph. 407 363-1099 Fx.
BID TOTAL	**$769,787.30**	**$860,000.00**	**$892,731.00**
Acknowledge Addenda (1)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facilities	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

B.C.C. - SEMINOLE COUNTY, FL

BID TABULATION SHEET

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

BID NUMBER: CC-1251-04/TLR

BID TITLE: Kewannee Trail

OPENING DATE: November 30, 2004, 2:00 P.M.

ITEM DESCRIPTION	Response 4 Southland Construction 172 W. Fourth St. Apopka, FL 32703 Daniel L. Carr, Pres. PH. 407 889-9844 Fx. 407 886-4348	Response 5 Cathcart Contracting Co. 6972 Aloma Ave. Winter Park, FL 32792 John Cathcart, CEO 407 629-2900 Ph. 407 677-4212 Fx.	Response 6 American Persian Engineers & Constructors 4436 Old Winter Garden Rd. Orlando, FL 32801 Majid Fouladi, Pres 407 522-0530 Ph. 407 532-8332 Fx.
BID TOTAL	**$919,301.22**	**$1,035,083.82**	**$1,341,256.70**
Acknowledge Addenda (1)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facilities	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

Open and Tabulated by: T. Roberts 11/30/04
Posted: 12/01/04
Recommendation: CFE

AGREEMENT

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 Pkwy #2032 Longwood, FL 32750, hereinafter called the "CONTRACTOR", and Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

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

CC-1251-04/TLR – KEWANNEE TRAIL

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

CC-1251-04/TLR – KEWANNEE TRAIL

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Mactec Engineering, 4150 N. John Young Parkway, Orlando, Florida 32804.

(b) "CEI" is the Seminole County Engineer or the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean Seminole County.

Section 3. Contract Time.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within TWO HUNDRED FORTY-FIVE (245) calendar days after the date when the

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

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

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

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

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is 769,787.30 DOLLARS ($_____) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) This Agreement.

(b) Addenda.

(c) Bid.

(d) American With Disabilities Act Affidavit.

(e) Performance Bond.

(f) Payment Bond.

(g) Material and Workmanship Bond.

(h) Specifications.

(i) Technical Specifications Provided in these Contract Documents

(j) General Conditions.

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

(l) Notice To Proceed.

(m) Change Orders.

(n) Certificate of Substantial Completion.

(o) Certificate of Final Inspection.

(p) Certificate of Engineer.

(q) Certificate of Final Completion

(r) CONTRACTOR's Release.

(s) Drawings and Plans.

(t) Supplemental Agreements.

(u) CONTRACTOR's Waiver of Lien (Partial)

(v) CONTRACTOR's Waiver of Lien (Final and Complete)

(w) Subcontractor/Vendor's Waiver of Lien (Final and Complete)

(x) Consent of Surety to Final Payment

(y) Instructions to Bidders

(z) Contractor's Insurance Requirements, Certificate and Insurance Policies

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

Section 9. Liquidated Damages.

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

inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE HUNDRED FIFTY DOLLARS ($150) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

Section 10. Miscellaneous.

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

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

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

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

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

FOR SEMINOLE COUNTY:

Public Works/Engineering
500 West Lake Mary Blvd., Suite 200
Sanford, FL 32773

FOR CONTRACTOR:

CONTRACTOR's Superintendent
CFE
740 N. Central Pkwy #2032
Longwood, FL 32750

Section 13. Conflict of Interest.

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

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

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

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

Section 14. Material Breaches of Agreement.

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

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

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

ATTEST:

_____
, Secretary

(Corporate Seal)

ATTEST:

_____

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

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

_____
County Attorney

__/__
__/__/__

Central Florida Environmental

By: David Stalavy
President

Date:_____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
, Chairman

Date: _____

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

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: KEWANNEE TRAIL
COUNTY CONTRACT NO. CC-1251-04/TLR

Name of Bidder: Central Florida Environmental Corp.

Mailing Address: 740 Florida Central Parkway #2032

Street Address: Same

City/State/Zip: Longwood, Fl 32750

Phone Number: (407) 834-6115

FAX Number: (407) 834-6391

Contractor License Number: CGC 055230

TO: Purchasing Division of Seminole County, Florida

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

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

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

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

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

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

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

BID FORM

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

TOTAL AMOUNT OF BID: $769,787.30

Numbers

seven hundred sixty nine thousand seven hundred eighty seven & 30/100

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of $250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.

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

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

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

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 30th day of November, 2004.

C.F.C. Corp.
(Name of BIDDER)

(Signature of person signing this BID FORM)

DAVID E. STALOWY
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bid Bond

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

Kewannee Trail
BID FORM

Item No.	Units	Quantity	Item Description	Unit Cost	Total
101-1	LS	1	Mobilization	25,150.-	25,150.-
102-1	LS	1	Maintenance Of Traffic	6500.-	6500.-
104-4	AC	0.6	Mowing	1000.-	600.-
104-11	LF	42	Turbidity Barrier , Floating	9.20	386.40
104-13-1	LF	5472	Staked Silt Fence (TYPE III)	.80	4377.60
110-1-1	LS/AC	1	Clearing And Grubbing (5.02 ac)	40,579.00	40,579.00
120-1	CY	5386	Regular Excavation	~~7.~~ 6.00	~~37,702.~~ 32,316.-
120-4	CY	9564	Subsoil Excavation (CY)	8.95	85,597.80
120-6	CY	20,544	Embankment	8.30	170,515.20
160-4	SY	7,995	Stabilization Type B (8")	1.25	9993.75
160-4	SY	703	Stabilization Type B (12")	1.75	1230.25
285-704	SY	7,212	Optional Base (Limerock LBR 100) (6") Crush concrete	~~7.~~ 6.50	~~50,484.-~~ 46,878.00
285-706	SY	546	Optional Base (Limerock LBR 100) (8") crush concrete	9.25	5050.50
333-2	TN	434.5	Type S III Asphaltic Concrete (1 1/4")	102.-	44,319.-
333-2	TN	54.6	Type S III Asphaltic Concrete (2")	102.-	5569.20
400-1-2	CY	11.1	Concrete Class 1 (End Walls)	580.-	6438.-
400-1-11	CY	65.2	Concrete Class 1 (Retaining Walls)	520.-	33,904.-
425-1-910	EA	5	Inlets (Closed Flume)	2300.-	11,500.-
425-2-41	EA	1	Manhole (Type P-7)	1700.-	1700.-
425-5	EA	2	Adjusting Manholes	700.-	1400.-
430-11-325	LF	5	Concrete Pipe culvert (SS)(Class III)(18")	230.-	1150.-

Kewannee Trail
BID FORM

Item No.	Units	Quantity	Item Description	Unit Cost	Total
430-11-329	LF	16	Concrete Pipe culvert (SS)(Class III)(24")	95.-	1520.-
430-12-333	LF	22	Concrete Pipe culvert (SS)(Class III)(30")	85.-	1870.-
430-144-10	LF	34	Elliptical Concrete Pipe Culvert (SD)(HE III)(14"X23")	70.-	2380.-
430-984-40	EA	2	Mitered End Section (SD)(Conc. Elliptical Pipe)(14"X23")	300.-	600.-
515-1-2	LF	150	Handrail Pipe (Aluminum)	53.-	7950.-
519-78	EA	4	Bollard	500.-	2000.-
520-1-10	LF	75	Concrete Curb & Gutter (Type F)	27.-	2025.-
520-2-4	LF	644	Concrete Curb (Type D)	22.-	14,168.-
520-2-9	LF	700	Concrete Curb (Special) (Ribbon Curb 12" X 7-1/2")	23.-	16,100.-
522-1	SY	2,066	Conc. Sidewalk, 4" Thick	23.-	47,518-
522-2	SY	5	Conc. Sidewalk, 6" Thick	46.-	230.-
550-2	LF	332	Fence Type B	13.40	4448.80
550-3-2	EA	6	Corner Post Assembly	240.-	1440.-
550-6-1	EA	13	End Post Assembly (Type B Fence)	150-	1950.-
550-73	LF	2,892	Fencing, Special (Split Rail)	8.80	25,449.60
570-5	TN	0.9	Fertilizer (2-Applications)	320-	288.-
570-9	MG	67	Water For Grass	36.-	2412.-
575-1	SY	10,870	Sodding (Argentine Bahia)	1.55	16,848.50
700-40-1	AS	86	Sign single Post (Area<12S.F.)	320-	27,520.-
700-46-21	AS	2	Relocate Existing Sign (One Post)	230-	460.-

Kewannee Trail
BID FORM

Item No.	Units	Quantity	Item Description	Unit Cost	Total
710-6	EA	10	Directional Arrows (Paint)	41.-	410-
710-26-41	LF	3,924	Solid Traffic Stripe (Yellow)(Paint)(4")	.30	1177.20
710-25-241	LF	56	Solid Traffic Stripe (White)(Paint)(24")	3.45	193.20
710-26-181	LF	48	Solid Traffic Stripe (Yellow)(Paint)(18")	2.85	136.80
711-3	EA	24	Pavement Messages (Thermoplastic)	172.-	4128.-
711-35-241	LF	200	Solid Traffic Stripe (White)(Thermoplastic),24"	4.50	900-
711-36-61	LF	4,000	Solid Traffic Stripe (Yellow)(Thermoplastic),6"	.70	2800.-
900-1	LS	1	Wetland Mitigation&Enhancement	29,200-	29,200-
02722-1	EA	2	Distance Marker	320-	640.-
02722-2	EA	4	Directional Sign (Single Face)	555.-	2220.-
02722-3	EA	2	Identity Sign (Single Face)	1000-	2000.-
02780-1	EA	1	8' Steel Bench	2300-	2300.-
02900-1	EA	130	Beach Sunflower (1-gal)	7.90	1027.-
02900-2	EA	28	Simpson Stopper (3-gal)	16.25	455.-
02900-4	EA	41	Cabbage Palm (12-14' C.T.)	210-	8610.-
02900-5	EA	95	Shiny Blueberry (1-gal)	6.70	636.50
02900-6	CY	12	Mulch, Pine Bark (3" Nuggets)	51.75	621.-
			TOTAL TO BE ENTERED ON PAGE 00100-2		

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

NOTICE TO BIDDERS:

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

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
lay back side slopes	LF	100	$2.00	$200.-

TOTAL $ 200.-

David E. Stalowy
Printed Name

C. F. C. Corp.
Bidder Name

Signature

11-30-04
Date

BIDDER INFORMATION

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

Bidder Information

Central Florida Environmental Corp.

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
David Stalcup *	President	David E. Stalcup
	Vice-President	" "
	Secretary	" "
	Treasurer	" "
	Resident Superintendent	" "

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

EXPERIENCE OF BIDDER

NAME OF BIDDER C. F. C. Corp.

The Bidder shall provide the following information regarding experience within the past three years in this particular scope of work.

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

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS: Berryman & Henigar - Jeff Earhart, PE		CONTRACT AMOUNT
Feb. '04	PH 407 426 8994	FX 407 426 8977	$749,346.-
Project & Location: City of Longwood - Pine Street			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS: Seminole County - Special Projects		CONTRACT AMOUNT
7-'04	PH 407 665 5759	FX 407 665 5772	$201,083
Project & Location: Flagler Trail - East Seminole County - Skip Groeneveld			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS: Seminole County - David Martin & Skip Groeneveld		CONTRACT AMOUNT
9-'04	PH 407 665 5759	FX 407 665 5772	$1,289,949-
Project & Location: Aloma Ave. & CR 426			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS: Berryman & Henigar - Jeff Earhart, PE		CONTRACT AMOUNT
2-'04	PH 407 426 8994	FX 407 426 8977	$780,167.-
Project & Location: City of Longwood - Jessup Ave. Drainage			

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

Length of time in business: 13 Years

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

SouthTrust Bank, Jennifer Mark, 407-245-7132

Bank of America, Jacelyn Frank, 888-852-5000 x 3432

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida)
)ss
County of Seminole)

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

(1) He is President, of C.F.C. Corp, the Bidder that has submitted the attached Bid;

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

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

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

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

Signed: David E. Stalowy

Printed Name: David E. Stalowy

Title: President

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 30th day of November, 2004, by David C. Stalnaker who is personally known to me or who has produced _____ identification.

Susan Echols

Print Name SUSAN ECHOLS

Notary Public in and for the County and State Aforementioned

Susan Echols
My Commission DD231063
Expires July 10 2007

My commission expires: _____

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

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

Date: 11-30-04

By: [signature]

Print Name: David E. Stalowy

Title: President

Official Address:

740 Florida Central Pkwy.
Suite #2032
Longwood, FL 32750
(Include Zip Code)

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

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR: Central Florida Environmental Corp.

Signature: [signature]

Printed Name: David C. Stalcup

Title: pres.

Date: 11-30-04

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 30th day of November, 2004, by David C. Stalcup of C.F.E. Corp. firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

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

My commission expires: NOTARY PUBLIC STATE OF FLORIDA Susan Echols ~~My Commission DD231063~~ Expires July 10 2007