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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Construction Contract: CC-2648-07/VFT Landfill Household Hazardous Waste Pavilion

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Vagillia Taylor

**EXT:** 7122

**MOTION/RECOMMENDATION:**

Award CC-2648-07/VFT – Landfill Household Hazardous Waste Pavilion to Shoemaker Construction Company, Inc., Sanford, FL in the amount of \$117,900.00, for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct a metal pavilion of approximately 1,500 square feet at the Seminole County Landfill located at 1930 E. Osceola Road, Geneva, FL 32732.

County-wide

Ray Hooper

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**BACKGROUND:**

CC-2648-07/VFT – Landfill Household Hazardous Waste Pavilion will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct a metal pavilion of approximately 1,500 square feet at the Seminole County Landfill located at 1930 E. Osceola Road, Geneva, FL 32732.

The project was publicly advertised and the County received eight (8) responses. The Review Committee consisting of Rich Meinert, Project Manager, Solid Waste; Greg Regan, Operations Manager, Solid Waste; and David Gregory, Solid Waste Manager, Solid Waste, reviewed the responses.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Shoemaker Construction Company, Inc., in the amount of \$117,900.00. The completion time for this project is 126 days for substantial completion and 7 days to final, for a total agreement time of 133 calendar days from issuance of the Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in account line 087900.560650 (Solid Waste/Construction in Progress); CIP No. 00244901 (Landfill Hazardous Waste Pole).

**STAFF RECOMMENDATION:**

Staff recommends that the Board award CC-2648-07/VFT – Landfill Household Hazardous Waste Pavilion to Shoemaker Construction Company, Inc., Sanford, FL in the amount of \$117,900.00, for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct a metal pavilion of approximately 1,500 square feet at the Seminole County Landfill located at 1930 E. Osceola Road, Geneva, FL 32732.

**ATTACHMENTS:**

1. CC-2648-07\_VFT - Award Agreement to Shoemaker Construction Company, Inc
2. CC-2648-07 Tab Sheet

**Additionally Reviewed By:**

County Attorney Review ( Ann Colby )

**CONSTRUCTION SERVICES AGREEMENT  
LANDFILL HOUSEHOLD HAZARDOUS WASTE PAVILION  
(CC-2648-07/LKR)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **SHOEMAKER CONSTRUCTION CO., INC.**, duly authorized to conduct business in the State of Florida, whose address is 214 Hickman Drive, #100, Sanford, Florida 32771, hereinafter called "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 "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, including the Scope of Services (attached hereto as Exhibit A) and the solicitation package and all addenda thereto. The Work is generally described as Landfill Household Hazardous Waste Pavilion.

The Project for which the Work under the Contract Documents is a part is generally described as Landfill Household Hazardous Waste Pavilion.

**SECTION 2. ENGINEER.**

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean S2L, Inc., whose address is 531 Versailles Drive, Suite 202, Maitland, Florida 32751.

(b) "CEI" is the Seminole County Engineer or COUNTY's

contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean S2L, Inc. whose address is 531 Versailles Drive, Suite 202, Maitland, Florida 32751.

**SECTION 3. CONTRACT TIME.**

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within ONE HUNDRED TWENTY-SIX (126) 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 SEVEN (7) 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 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). CONTRACTOR's total compensation is ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$117,900.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

(c) 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) 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, CONTRACTOR acknowledges that 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) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of 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) *Application for Payment.* 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, 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 31<sup>st</sup> 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 will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will 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) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, 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. The additional retainage under this subsection may, at 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, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and 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 and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it 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 it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

(h) CONTRACTOR declares and agrees that 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. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be TIMOTHY PETER KALAFUT, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project

Manager. after 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 it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR  agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. 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 CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and

deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(1) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that 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. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

**SECTION 8. CONTRACT DOCUMENTS.**

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are  made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit B;
- (3) Trench Safety Act, attached hereto as Exhibit C; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

- (1) Performance Bond;
- (2) Payment Bond;

- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) 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) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that 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 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, TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for

delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, 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 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. 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 itself and its partners,

successors, assigns, and legal representatives to the other party hereto, its 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 CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). 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 hereby 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 be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has 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:**

Public Works  
520 W. Lake Mary Blvd., Suite 200  
Sanford, FL 32773

**COPIES TO:**

S2L, Inc.  
531 Versailles Dr., Suite 202  
Maitland, FL 32751

**For CONTRACTOR:**

Shoemaker Construction Co. Inc.  
214 Hickman Drive, #100  
Sanford, FL 32771

**SECTION 13. CONFLICT OF INTEREST.**

(a) 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 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) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of 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, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

**SECTION 14. MATERIAL BREACHES OF AGREEMENT.**

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be

pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

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

***(Signature Page Follows)***

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

ATTEST: SHOEMAKER CONSTRUCTION CO., INC>

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
ALAN DEAN SHOEMAKER, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
 BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Bid Form
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit

AEC:jjr:sjs

10/04/2007, 12/17/07

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## "EXHIBIT A"

Scope of Work  
Construction of Metal Household Hazardous Waste Pavilion  
At Seminole County Osceola Road Landfill  
1930 E. Osceola Road  
Geneva, FL 32732.

Seminole County seeks the services of a qualified, licensed metal building contractor to construct a metal pavilion of approximately 1,500 square feet at the Seminole County Landfill located at 1930 E. Osceola Road Geneva, FL 32732.

The contractor will be responsible for the following items:

1. Contractor shall provide necessary materials, labor, equipment, and supervision required for the completion of this project.
2. Contractor shall provide barricades and signage to delineate the work zone, for public and employee safety. Contractor shall coordinate traffic patterns and work sequencing with owner.
3. County shall provide limited staging and lay-down area. Contractor shall coordinate on-site storage of materials with the owner.
4. Contractor is responsible for all permitting fees. Contractor shall schedule all required inspections. Owner has submitted all required documentation for permit, permit #07-9205.
5. Contractor to provide protective coating on all surfaces to maintain manufacture warranty.
6. Contractor to provide manufacture warranty and two (2) year labor warranty.
7. Submittals and shop drawings are to be submitted for review and comments by owner and project engineer.
8. Contractor shall perform all work during normal work hours (Sunday – Saturday, 7:30am – 5:30pm).
9. Contractor shall be responsible for proper removal and disposal of all material.
10. Contractor shall be required to provide schedule of work with milestones and coordination dates.
11. Prior to the issuance of a Notice to Proceed, a preconstruction conference shall be attended by the Contractor his subcontractors and superintendent. Items to be discussed include establish a date for the issuance of the Notice to Proceed, establish procedures for handling Shop Drawings and other submittals and for processing applications for Payment.
12. Before starting construction, Contractor shall submit to Owners Representative for review a preliminary Progress Schedule indicating the starting and completion dates of the various stages of the Work, and a proposed schedule of Shop Drawings submissions.
13. Unless County provides in writing to the contrary, only those forms provided by County shall be used and no modifications or substitutions shall be allowed.
14. Contractor shall provide to County the name of resident Superintendent, who shall be a principal or employee of Contractor. County may, at its sole discretion, require replacement of the Superintendent, in which case Contractor shall submit

an acceptable replacement at no increase in Contract Price nor extension in Contract Time.

15. Contractor's Superintendent shall be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to Contractor.
16. No work shall be performed by any employee or Subcontractor without the Contractor's Superintendent physically on the Work site.
17. The Contractor along with appropriate subcontractors and Superintendent shall attend project meetings as requested by Owners Representative or County for the purpose of inspection of work or discussing and resolving matters concerning the various elements of the Work. If Contractor, Superintendent or subcontractor fail to attend meeting, County shall be entitled to deduct the costs of County, Owner's Representative, and Engineer of Record representatives attending the meeting from the Contract Price by issuing a Change Order.
18. Due to the Work Site's close proximity to public traffic, all painting on Work Site will be by means of brush or roller.

# "EXHIBIT B"

## BID FORM

### SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: Landfill Household Hazardous Waste Pavilion  
COUNTY CONTRACT NO.: CC-2648-07/LKR

Name of Bidder: SHOEMAKER CONSTRUCTION CO., INC.

Mailing Address: PO BOX 1885, SANFORD, FL 32772-1885

Street Address: 214 HICKMAN DRIVE, #100, SANFORD, FL 32771

City/State/Zip: SANFORD, FL 32771

Phone Number: (407) 322-3103

FAX Number: (407) 322-1205

Contractor License Number: CGC1510423

TO: Purchasing and Contacts 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 4, 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.



IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 7TH day of NOV., 20 07.

SHOEMAKER CONSTRUCTION CO., INC.  
(Name of BIDDER)

Alan Dean Shoemaker  
(Signature of person signing this BID FORM)

ALAN DEAN SHOEMAKER  
(Printed name of person signing this BID FORM)

PRESIDENT  
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS BIDDER'S BOND

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

# "EXHIBIT C"

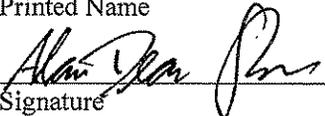
## TRENCH SAFETY ACT (if applicable for this project) SECTIONS 553.60-553.64, FLORIDA STATUTES

**NOTICE TO BIDDERS:**

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

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
<u>PROPER ANGLE OF REPOSE</u>	<u>LF</u>	<u>160</u>	<u>\$1.00</u>	<u>\$160.00</u>
<u>FENCING</u>	<u>LF</u>	<u>250</u>	<u>\$2.00</u>	<u>500.00</u>

INCLUDED IN BID →  
TOTAL \$ 660.00

ALAN DEAN SHOEMAKER  
Printed Name  
  
Signature

SHOEMAKER CONSTRUCTION CO. INC.  
Bidder Name  
Nov. 7, 2007  
Date



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

**BID NUMBER:** CC-2648-07/LKR  
**PROJECT TITLE:** Landfill Household Hazardous Waste Pavilion  
**BID OPENING DATE:** November 7, 2007 at 2:00 P.M. Eastern

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

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Shoemaker Construction Company, Inc. 214 Hickman Drive, #100 Sanford, FL 32771  Alan Dean Shoemaker 407-322-3103 (Phone) 407-322-1205 (Fax)	Advanced Building & Design, Inc. 25444 State Road 46, Suite 1 Sorrento, FL 32776  Charles R. Grindrod 352-383-3110 (Phone) 352-383-3185 (Fax)	The Watauga Company 4275 Capron Road Titusville, FL 32780  Elizabeth A. Snodgrass 321-267-5785 (Phone) 321-383-7338 (Fax)	Southern Building Services, Inc. 1165 E. Plant Street, Suite 9 Winter Garden, FL 34787  Jeffery L. Sherron 407-877-1108 (Phone) 407-877-7188 (Fax)
<b>TOTAL AMOUNT OF BID</b>	<b>\$117,900.00</b>	<b>\$121,354.59</b>	<b>\$142,260.00</b>	<b>\$146,500.00</b>
Acknowledge addenda 1-4	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes

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

**BID NUMBER: CC-2648-07/LKR**

ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	Ryan Fitzgerald Construction, Inc. 21541 Magnolia Avenue Eustis, FL 32736	MGM Contracting, Inc. 1121 Peachtree Street Cocoa, FL 32922	Peak Contracting, Inc. 1050B West King Street Cocoa, FL 32922	Mark Cook Builders, Inc. 511 North Canal Street Leesburg, FL 34748
	Paul Ryan Fitzgerald 352-483-7373 (Phone) 407-386-6996 (Fax)	Michael G. Mila 321-639-6365 (Phone) 321-639-2780 (Fax)	James Roberts, Jr. 321-633-4788 (Phone) 321-633-4657 (Fax)	Mark D. Cook, III 352-435-4584 (Phone) 352-435-4610 (Fax)
<b>TOTAL AMOUNT OF BID</b>	<b>\$147,627.50</b>	<b>\$158,270.00</b>	<b>\$159,362.00</b>	<b>\$162,976.00</b>
Acknowledge addenda 1-4	Yes	Yes	No	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
W-9	No	Yes	No	No
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	No	No

Bid Package Opening: November 7, 2007 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771

Bid Opening Tabulated by Vagillia Taylor, Senior Procurement Analyst

*(Posted by Vagillia Taylor on November 8, 2007 at 12:50 p.m. Eastern)*

*(Updated by Vagillia Taylor on December 18, 2007 at 12:30 p.m. Eastern: Recommendation of Award and BCC Agenda Date)*

Recommendation of Award: Shoemaker Construction Company, Inc.

BCC Agenda Date: January 8, 2008