

**17. Award CC-1229-04/TLR – Turn Lane Improvements to Markham Woods Road with Prime Construction Group, Inc. of Orlando, FL, (\$1,633,334.00).**

CC-1229-04/TLR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for improving Markham Woods Road to three lanes to accommodate a center turn lane between Springs Landing Blvd. and E.E. Williamson Road. Work to include, but not limited to, site preparation, milling, paving, MOT, sidewalks, traffic signals, irrigation, landscape, and concrete sidewalk with emphasis on highly aesthetic quality finished product.

This project was publicly advertised as an “A + B” procurement (price plus time) and the County received eight responses. The Review Committee which consisted of Antoine Khoury, P.E.; Steve Krug, P.E.; and Jim Pullen, P.E., Engineering, evaluated the submittals. Consideration was given to bid price, time bid, qualifications and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Prime Construction Group, Inc. of Orlando, in the amount of \$1,633,334.00. Prime Construction had both the lowest price and the shortest completion time. The completion time for this project is 180 calendar days from issuance of the Notice to Proceed by the County and liquidated damages will be assessed at \$2,450.00 per day for each day late.

This is a budgeted project and funds are available in account number 077541-56067000, CIP # DE70062X. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney’s Office.

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

BID NUMBER: CC-1229-04/TLR  
 BID TITLE: Markham Woods Road Widening to  
 Three Lanes  
 OPENING DATE: April 7, 2004, 2:00 P.M.

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 3

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Prime Construction Group, Inc. PO Box 590507 Orlando, FL 32824 Reynolds C. Holiman, VP 407 856-8180 Ph 407 856-8182 Fx	Central Florida Environmental 740 Fl. Central Pkwy. Longwood, FL 32750 David Stalowy, President 407 834-6115 Ph. 407 834-6391 Fx.	Cathcart Contracting Co. 1757 W. Broadway St., #3 Oviedo, FL 32765 407 366-1022 Ph. 407 977-8349 Fx.
A = Total Bid B = Contract Time <b>A + B Computation</b>	\$1,633,334.00 180 days <b>2,074,334.00</b>	\$1,642,984.03 230 days <b>\$2,206,484.03</b>	\$1,651,794.61 240 days <b>\$2,239,794.61</b>
Bid Bond	Yes	Yes	Yes
Acknowledgement of Addenda	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 Facility	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

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

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 OPENING DATE: April 7, 2004, 2:00 P.M.

PAGE: 2 of 3

ITEM DESCRIPTION	Response 4	Response 5	Response 6
A = Total Bid B = Contract Time <b>A + B Computation</b>	Gibbs & Register, Inc. 530 S. Main St. Winter Garden, FL 34787 John W. Gibbs, President 407 654-6133 Ph. 407 654-6134 Fx.  \$1,865,000.00 180 days <b>\$2,306,000.00</b>	American Persian Engineers & Constructors, Inc. 4436 Old Winter Garden Rd. Orlando, FL 32801 Majid Fouladi, President 407 522-0530 Ph. 407 532-8332 Fx.  \$1,902,429.30 180 days <b>\$2,343,429.30</b>	John Carlo, Inc. PO Box 621418 Orlando, FL 32862-1418 Curt Johnson, VP 407 816-3503 Ph. 407 816-3505 Fx.  \$1,817,066.89 215 days <b>\$2,343,816.89</b>
Bid Bond	Yes	Yes	Yes
Acknowledgement of Addenda	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 Facility	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	No

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

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PAGE: 3 of 3

ITEM DESCRIPTION	Response 7	Response 8	Response
		Southland Construction, Inc. 172 W. Fourth St. Apopka, FL 32703 Daniel L. Carr, President 407 889-9844 Ph. 407 886-4348 Fx.	Ranger Construction Inc. 1200 Elboc Way Winter Garden, FL 34787 Mark Viewette, VP 407 656-9255 Ph. 407 653-3188 Fx.
A = Total Bid	\$1,943,964.29	\$2,145,732.90	
B = Contract Time	200 days	220 days	
<b>A + B Computation</b>	<b>\$2,433,964.29</b>	<b>\$2,684,732.90</b>	
Bid Bond	Yes	Yes	
Acknowledgement of Addenda	Yes	Yes	
Trench Safety Act	Yes	Yes	
Bidder Information Form	Yes	Yes	
Experience of Bidder	Yes	Yes	
Non-Collusion Affidavit	Yes	Yes	
Certificate of Nonsegregated Facility	Yes	Yes	
American w/Disabilities Affidavit	Yes	No	

Open & Tabulated by: T. L. Roberts, CPPB, Contracts Analyst

Recommendation of Award: Prime Construction Group, Inc. (Posted: 04/21/2004)

**AGREEMENT (CC-1229-04/TLR)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **PRIME CONSTRUCTION GROUP, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 590507, Orlando, Florida 32824 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.** The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as CC-1229-04/TLR - Markham Woods Road Widening To 3 Lanes (Springs Landing Boulevard to E.E. Williamson Road).

The Project for which the Work under the Contract Documents is a part is generally described as CC-1229-04/TLR - Markham Woods Road Widening To 3 Lanes (Springs Landing Boulevard to E.E. Williamson Road).

**Section 2. Engineer.**

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Inwood Consulting Engineers, 870 Clark Street, Oviedo, Florida 32765.

(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 HNTB Consulting Engineers, 1615 Edgewater Drive, Suite 200, Orlando, Florida.

**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 eighty (180) 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 ONE MILLION SIX HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$1,633,334.00) 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) 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 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 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, 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 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: Roy W. Smith, Jr. 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 ten (10) 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 and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within ten (10) 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, TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$2,450.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

**Section 10. Miscellaneous.**

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

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, 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 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). 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 COUNTY:**

Engineering Department  
520 W. Lake Mary Blvd., Ste. 200  
Sanford, FL 32773

**For CONTRACTOR:**

CONTRACTOR's Superintendent  
Prime Construction Group, Inc.  
P.O. Box 590507  
Orlando, FL 32824

**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 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: PRIME CONSTRUCTION GROUP, INC.

\_\_\_\_\_  
THOMAS M. PERLEY, Secretary

By: \_\_\_\_\_  
ROY W. SMITH, JR., 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: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

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

AC/lpk  
4/22/04  
CC-1229

Attachment:  
Attachment "1" - Bid submitted on April 7, 2004

BID FORM  
(A+B BID)

Attachment 1

PROJECT: MARKHAM WOODS ROAD WIDENING TO 3 LANES  
(SPRINGS LANDING BLVD. TO E.E. WILLIAMSON ROAD)

COUNTY CONTRACT NO. CC-1229-04/TLR

TO: Board of County Commissioners  
Seminole County, Florida

Pursuant to and in compliance with the Instructions to Bidders, the undersigned computes the A+B computation as follows:

- (a) The COUNTY specifies the maximum Contract Time for Final Completion as 240 Days.
- (b) The COUNTY specifies the RUC as \$2,450 per Day.
- (c) A+B computation = A + (B x RUC)

Where:

A = Bidder's Total Bid \$ 1,633,334<sup>00</sup>

B = Bidder's Contract Time 180 Days. \$441,000  
(must be less than the maximum Contract Time and more than the minimum Contract Time provided by the COUNTY)

A+B COMPUTATION: 1,633,334<sup>00</sup> + 441,000<sup>00</sup> = 2,074,334<sup>00</sup>  
Numbers

TWO MILLION SEVENTY-FOUR THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS  
(IN WORDS)

(A+B computation is used only to determine the Apparent Low Bidder).

- (d) The Total Amount of Bid stated below must be the same as "A" Bidder's Total Bid as set forth in the Bidder's A+B Bid formula. This sum shall be the Contract Price if a contract is awarded.
- (f) The Bidder's Contract Time is the same as "B" Bidder's Contract Time as set forth in the Bidder's A+B Bid formula. The number of Days stated in the Bidder's A+B Bid formula shall be the Contract Time.

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: \$1,633,334<sup>00</sup>  
(Must equal "A" in the Bidder's A+B formula) Numbers

ONE MILLION SIX HUNDRED THIRTY-THREE THOUSAND  
THREE HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS  
(IN WORDS)

CONTRACT TIME: 180  
(Must equal "B" in the Bidder's A+B formula) Number of Days

ONE HUNDRED EIGHTY DAYS  
(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00, 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.

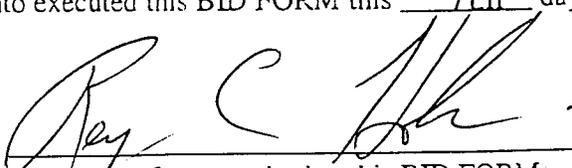
The Bidder acknowledges the receipt, execution, and return of the following forms:

- 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

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IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 7th day  
of April, 2004.

PRIME CONSTRUCTION GROUP, INC.  
(Name of BIDDER)

  
(Signature of person signing this BID FORM)

Reynolds C. Holiman  
(Printed name of person signing this BID  
FORM)

Vice 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.

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# BID FORMS

## Markham Woods Road

ROADWAY ITEMS					
Pay Item No.	Units	Quantity	Item Description Unit or Lump Sum Price (Written in Words)	Unit Cost	Total
101-1	LS	1	Roadway Mobilization FORTY THOUSAND ZERO DOLLARS CENTS	40,000 <sup>00</sup>	40,000 <sup>00</sup>
104-4	AC	4	Mowing ONE HUNDRED FIFTY ZERO DOLLARS CENTS	150 <sup>00</sup>	600 <sup>00</sup>
104-10	EA	284	Baled Hay or Straw EIGHT ZERO DOLLARS CENTS	8 <sup>00</sup>	2,272 <sup>00</sup>
104-13	LF	6910	Staked Silt Fence (Type III) ONE FIFTY DOLLARS CENTS	1 <sup>50</sup>	10,365 <sup>00</sup>
110-1-1	LS	1	Clearing and Grubbing THIRTY-FIVE THOUSAND ZERO DOLLARS CENTS	35,000 <sup>00</sup>	35,000 <sup>00</sup>
120-1	CY	1596	Regular Excavation TEN ZERO DOLLARS CENTS	10 <sup>00</sup>	15,960 <sup>00</sup>
120-6	CY	2363	Embankment ELEVEN ZERO DOLLARS CENTS	11 <sup>00</sup>	25,993 <sup>00</sup>
160-4	SY	5484	Stabilized Subbase Type B (12") SEVEN FIFTY DOLLARS CENTS	7 <sup>50</sup>	41,130 <sup>00</sup>
285-707-247	SY	4047	Optional Base (Base Group 7) TWENTY ZERO DOLLARS CENTS	20 <sup>00</sup>	80,940 <sup>00</sup>
285-711	SY	763	Optional Base (Base Group 11) THIRTY-ONE ZERO DOLLARS CENTS	31 <sup>00</sup>	23,653 <sup>00</sup>
300-1-3	GA	3274	Bituminous Material (Tack Coat) ONE TWENTY-FIVE DOLLARS CENTS	1 <sup>25</sup>	4,092 <sup>50</sup>
327-70-1	SY	8646	Milling Existing Asphalt Pavement (1" Avg. Depth) TWO ZERO DOLLARS CENTS	2 <sup>00</sup>	17,292 <sup>00</sup>
327-70-5	SY	6813	Milling Existing Asphalt Pavement (2" Avg. Depth) THREE ZERO DOLLARS CENTS	3 <sup>00</sup>	20,439 <sup>00</sup>
331-2	TN	2085	Type S Asphaltic Concrete (Leveling and Overbuild) SIXTY-EIGHT ZERO DOLLARS CENTS	68 <sup>00</sup>	141,780 <sup>00</sup>

## BID FORMS

### Markham Woods Road

331-72-20	SY	20269	Type S Asphaltic Concrete (2") <u>SIX</u> <u>ZERO</u>	DOLLARS CENTS	6 <sup>00</sup>	121,614 <sup>00</sup>
337-5-3	TN	1013	Asphalt Conc. Friction Course (Inc. Bit/Bubber)(1" - FC-3) <u>SEVENTY-SEVEN</u> <u>ZERO</u>	DOLLARS CENTS	77 <sup>00</sup>	78,001 <sup>00</sup>
400-1-2	CY	11	Class I Concrete (End Walls) <u>ELEVEN HUNDRED</u> <u>ZERO</u>	DOLLARS CENTS	1100 <sup>00</sup>	12,100 <sup>00</sup>
400-1-11	CY	355	Class I Concrete (Retaining/Gravity Walls) <u>FIVE HUNDRED</u> <u>ZERO</u>	DOLLARS CENTS	500 <sup>00</sup>	177,500 <sup>00</sup>
400-1-15	CY	5	Class I Concrete (Miscellaneous) <u>THREE HUNDRED FIFTY</u> <u>ZERO</u>	DOLLARS CENTS	350 <sup>00</sup>	1,750 <sup>00</sup>
425-1-311	EA	10	Inlet (Curb Type P-1) (<10') <u>TWENTY-THREE HUNDRED</u> <u>ZERO</u>	DOLLARS CENTS	2300 <sup>00</sup>	23,000 <sup>00</sup>
425-1-321	EA	1	Inlet (Curb Type P-2) (<10') <u>TWENTY-SIX HUNDRED</u> <u>ZERO</u>	DOLLARS CENTS	2,600 <sup>00</sup>	2,600 <sup>00</sup>
425-1-351	EA	1	Inlet (Curb Type P-5) (<10') <u>TWENTY-SEVEN HUNDRED</u> <u>ZERO</u>	DOLLARS CENTS	2,700 <sup>00</sup>	2,700 <sup>00</sup>
425-1-451	EA	7	Inlet (Curb Type J-1) (<10') <u>SIX THOUSAND</u> <u>ZERO</u>	DOLLARS CENTS	6,000 <sup>00</sup>	42,000 <sup>00</sup>
425-1-461	EA	1	Inlet (Curb Type J-2) (<10') <u>SIXTY-TWO HUNDRED</u> <u>ZERO</u>	DOLLARS CENTS	6,200 <sup>00</sup>	6,200 <sup>00</sup>
425-2-91	EA	2	Manhole (Type J-8) (<10') <u>FIFTY-NINE HUNDRED</u> <u>ZERO</u>	DOLLARS CENTS	5,900 <sup>00</sup>	11,800 <sup>00</sup>
425-2-92	EA	1	Manhole (Type J-8) (>10') <u>SIXTY FIVE HUNDRED</u> <u>ZERO</u>	DOLLARS CENTS	6,500 <sup>00</sup>	6,500 <sup>00</sup>
426-733-221	LF	2495	Slotted Drain Pipe (12 Gauge) (Optional Material) (12") <u>TWENTY-TWO</u> <u>ZERO</u>	DOLLARS CENTS	22 <sup>00</sup>	54,890 <sup>00</sup>
426-733-225	LF	1416	Slotted Drain Pipe (12 Gauge) (Optional Material) (18") <u>TWENTY-EIGHT</u> <u>ZERO</u>	DOLLARS CENTS	28 <sup>00</sup>	39,648 <sup>00</sup>
426-733-229	LF	978	Slotted Drain Pipe (12 Gauge) (Optional Material) (24") <u>FORTY</u> <u>ZERO</u>	DOLLARS CENTS	40 <sup>00</sup>	39,120 <sup>00</sup>

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426-733-233	LF	684	Slotted Drain Pipe (12 Gauge) (Optional Material) (30") SIXTY-FIVE _____ DOLLARS ZERO _____ CENTS	65 <sup>00</sup>	44,460 <sup>00</sup>
430-11-325	LF	523	Concrete Pipe Culvert (Storm Sewer) (Round) (18") FORTY-TWO _____ DOLLARS ZERO _____ CENTS	42 <sup>00</sup>	21,966 <sup>00</sup>
430-11-329	LF	492	Concrete Pipe Culvert (Storm Sewer) (Round) (24") FIFTY _____ DOLLARS ZERO _____ CENTS	50 <sup>00</sup>	24,600 <sup>00</sup>
430-11-333	LF	625	Concrete Pipe Culvert (Storm Sewer) (Round) (30") SIXTY-SIX _____ DOLLARS ZERO _____ CENTS	66 <sup>00</sup>	41,250 <sup>00</sup>
443-71-1	CY	1577	Ballast Rock (French Drain Aggregate) THIRTY-SIX _____ DOLLARS ZERO _____ CENTS	36 <sup>00</sup>	56,772 <sup>00</sup>
514-71-1	SY	7075	Plastic Filter Fabric (Subsurface Exfiltration Trench / Pipe) THREE _____ DOLLARS ZERO _____ CENTS	3 <sup>00</sup>	21,225 <sup>00</sup>
515-1-2	LF	1520	Handrail Pipe THIRTY-SEVEN _____ DOLLARS ZERO _____ CENTS	37 <sup>00</sup>	56,240 <sup>00</sup>
520-1-10	LF	7178	Concrete Curb & Gutter (Type F) SIXTEEN _____ DOLLARS ZERO _____ CENTS	16 <sup>00</sup>	114,848 <sup>00</sup>
520-3	LF	170	Concrete Valley Gutter TWENTY-FIVE _____ DOLLARS ZERO _____ CENTS	25 <sup>00</sup>	4,250 <sup>00</sup>
522-1	SY	909	Concrete Sidewalk (4") TWENTY-FIVE _____ DOLLARS ZERO _____ CENTS	25 <sup>00</sup>	22,725 <sup>00</sup>
522-2	SY	1337	Concrete Sidewalk (6") THIRTY-FIVE _____ DOLLARS ZERO _____ CENTS	35 <sup>00</sup>	46,795 <sup>00</sup>
524-1-2	SY	31	Concrete Ditch Pavement (Non-Reinforced) (4") TWENTY-FIVE _____ DOLLARS ZERO _____ CENTS	25 <sup>00</sup>	775 <sup>00</sup>
575-1	SY	11100	Sodding (Bahia) ONE _____ DOLLARS SIXTY _____ CENTS	1 <sup>60</sup>	17,760 <sup>00</sup>
666-3	LS	1	R-O-W Survey TWENTY THOUSAND _____ DOLLARS ZERO _____ CENTS	20,000 <sup>00</sup>	20,000 <sup>00</sup>
999-01	LS	1	Maintenance of Traffic FORTY THOUSAND _____ DOLLARS ZERO _____ CENTS	40,000 <sup>00</sup>	40,000 <sup>00</sup>
<b>ROADWAY SUB-TOTAL</b>					<b>1,612,605<sup>50</sup></b>

## BID FORMS

### Markham Woods Road

SIGNING AND PAVEMENT MARKING ITEMS					
700-40-1	AS	9	Sign (Single Post)(Less than 12) <del>ONE HUNDRED SIXTY-FIVE</del> <u>ZERO</u> DOLLARS CENTS	165 <sup>00</sup>	1,485 <sup>00</sup>
700-46-11	AS	9	Sign Existing, Single Post (Remove) <del>FIFTY-EIGHT</del> <u>ZERO</u> DOLLARS CENTS	58 <sup>00</sup>	522 <sup>00</sup>
706-3	EA	580	Reflective Pavement Marker <del>THREE</del> <u>SEVENTY-FIVE</u> DOLLARS CENTS	375	2,175 <sup>00</sup>
710-11	SF	20	Pavement Markings Removal (Paint) <del>ONE</del> <u>TWENTY</u> DOLLARS CENTS	120	24 <sup>00</sup>
711-4	EA	38	Directional Arrows, Thermoplastic <del>FORTY-ONE</del> <u>ZERO</u> DOLLARS CENTS	41 <sup>00</sup>	1,558 <sup>00</sup>
711-32	LF	3726	Skip Traffic Stripe (Thermo) (6" Yellow 10'-30' Skip) <del>ZERO</del> <u>TWENTY</u> DOLLARS CENTS	0 <sup>20</sup>	745 <sup>20</sup>
711-35-81	LF	267	Traffic Stripe Skip Thermoplastic (White)(8") <del>ONE</del> <u>ZERO</u> DOLLARS CENTS	1 <sup>00</sup>	267 <sup>00</sup>
711-35-121	LF	151	Traffic Stripe Skip Thermoplastic (White)(12") <del>ONE</del> <u>TWENTY</u> DOLLARS CENTS	1 <sup>20</sup>	181 <sup>20</sup>
711-35-181	LF	44	Traffic Stripe Skip Thermoplastic (White)(18") <del>TWO</del> <u>FIVE</u> DOLLARS CENTS	2 <sup>05</sup>	90 <sup>20</sup>
711-35-241	LF	88	Traffic Stripe Skip Thermoplastic (White)(24") <del>TWO</del> <u>FIFTY</u> DOLLARS CENTS	2 <sup>50</sup>	220 <sup>00</sup>

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711-36-181	LF	821	Traffic Stripe Skip Thermoplastic (Yellow)(18") <u>TWO</u> DOLLARS <u>ZERO</u> CENTS	2 <sup>00</sup>	1642 <sup>00</sup>
711-37-61	NM	1.768	Traffic Stripe Solid Thermoplastic (White)(6") <u>EIGHTEEN HUNDRED FIFTY</u> DOLLARS <u>ZERO</u> CENTS	1850 <sup>00</sup>	3270 <sup>80</sup>
711-38-61	NM	2.026	Traffic Stripe Skip Thermoplastic (Yellow)(6") <u>EIGHTEEN HUNDRED FIFTY</u> DOLLARS <u>ZERO</u> CENTS	1850 <sup>00</sup>	3748 <sup>10</sup>
660-2-106	AS	3	Loop Assembly (F&I)(Type F) <u>SIXTEEN HUNDRED</u> DOLLARS <u>ZERO</u> CENTS	1600 <sup>00</sup>	4800 <sup>00</sup>
SIGNING AND PAVEMENT MARKING SUB-TOTAL					20728 <sup>50</sup>
<b>Markham Woods Road Total Cost:</b>					<b>1,633,334<sup>00</sup></b>

Markham Woods Road Total Cost: ONE MILLION SIX HUNDRED THIRTY THREE  
(WRITTEN IN WORDS)  
 THOUSAND, THREE HUNDRED THIRTY-FOUR  
 DOLLARS AND ZERO CENTS.