

CONSTRUCTION CONTRACTS

14. Award CC-1267-05/TLR – County Wide Fence Repair and Installation to KMG Fence, LLC of St. Cloud (Estimated Annual Usage of \$250,000.00).

CC-1267-05/TLR will provide for all labor, materials, equipment, coordination, transportation and incidentals necessary for the construction, installation and removal of all fencing materials throughout Seminole County in conformance to the most recent “ASTM Standards for Fence materials and Products” and FDOT “Roadway and Traffic Design Standards”, sections 450, 451 and 452, most recent editions. This project was publicly advertised and the County received two responses. The Review Committee consisting of Jeff Thurman, Program Manager, Roads-Stormwater; and Neal Miller, Lead Inspector, Roads-Stormwater, 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, KMG Fence, LLC of St. Cloud. This agreement will be effective for one year from the date of execution and at the option of the County may be renewed each year for two additional years.

Authorization for performance of services by the Contractor under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Contractor. This agreement will be used by multiple County Departments, including Public Works, Administrative Services, Library & Leisure Services and Environmental Services.

The work and dollar amount for each work order will be based on the project and will be negotiated on an as-needed basis. The funding for this contract will be provided with each work order, since each work order has a unique scope and cost. The total annual not to exceed amount will be in accordance with the Board approved annual budget.

Public Works/Roads-Stormwater Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the agreement 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-1267-05/TLR
 BID TITLE: Fence Repair and Installation
 OPENING DATE: August 17, 2005, 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 STATED OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

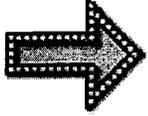
PAGE: 1 of 1

ITEM DESCRIPTION	*Response #1	Response #2	**Response #
TOTAL AMOUNT OF BID	\$2,728,110.00 KMG Fence, LLC 1102 Quotation Ct. St. Cloud, FL 34772 Karen M. Grimsley, Manager 407 892-2400 Ph. 407 892-5894 Fx.	\$9,337,465.00 Commercial Fence Constructors 1610 N. Goldenrod Rd. Orlando, FL 32807 Steve Ryan, General Manager 813 478-0150 Ph. 407 831-7989 Fx.	
Acknowledgement of Addenda	Yes	Yes	
Trench Safety Act	Yes	No	
Bidder Information Form	Yes	Yes	
Non-Collusion Affidavit	Yes	Yes	
Non-segregated Facility	Yes	Yes	
American w/Disabilities Act	Yes	No	

Opened and Tabulated by T. Roberts, CPPB

Posted 08/17/05

Recommendation of Award: August 25, 2005: KMG Fence, LLC,
Board award date: September 27, 2005



Neal Miller/Seminole
08/26/2005 09:17 AM

To Tammy Roberts/Seminole@Seminole
Jeff Thurman/Seminole@Seminole, Michael
cc Arnold/Seminole@Seminole, Mark
Flomerfelt/Seminole@Seminole
bcc
Subject CC-1267-05/TLR-Fence Repair and Installation

It is our recommendation that the contract for fence repair and installation be awarded to KMG Fence , LLC based on the total amount of bid offered by this company. Thank you.

Neal A. Miller
Lead Inspector, Roads-Stormwater Division
Seminole County Government
169 Bush Loop
Sanford , FL. 32771

Office # : 407-665-5635
Cell #: 321-363-6049
Fax #: 407-665-5634
E-Mail: NMiller02@seminolecountyfl.gov

--****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****

**SEMINOLE COUNTY FENCE REPAIRS AND INSTALLATION AGREEMENT
(CC-1267-05/TLR)**

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **KMG FENCE LLC**, duly authorized to conduct business in the State of Florida, whose address is 1102 Quotation Court, St. Cloud, Florida 34772, hereinafter called the "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Services. The COUNTY does hereby retain the CONTRACTOR to furnish fencing materials and installation in accordance with Project No. CC-1267-05/TLR. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

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

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the Rate Schedule attached as Exhibit "C". The total amount of compensation paid to the CONTRACTOR under the terms of this Agreement shall not exceed the amount budgeted by the COUNTY for this

project.

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Public Works Department
Roads/Stormwater Division
169 Bush Loop
Sanford, Florida 32773

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

Section 6. Contractor's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

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

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

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

Section 7. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement including Work Orders.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.

- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.
- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial).
- (v) CONTRACTOR's Waiver of Lien (Final and Complete).
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (x) Consent of Surety To Final Payment.
- (y) Instructions To Bidders.
- (z) Contractor's Insurance Requirements, Certificate and Insurance Policies.

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

Section 8. Miscellaneous.

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

General Conditions.

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

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

Section 9. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is acknowledged.

Section 10. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must

be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR SEMINOLE COUNTY:

Public Works Department
Roads-Stormwater Division
169 Bush Loop
Sanford, FL 32773

FOR CONTRACTOR:

CONTRACTOR's Superintendent
KMG Fencing LLC
1102 Quotation Ct.
St. Cloud, FL 34772

Section 11. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10 (F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here,

and that no such person shall have any such interest at any time during the term of this Agreement.

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

Section 12. Material Breaches of Agreement.

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

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

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

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

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

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

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

ATTEST:

KMG FENCING LLC

, Secretary

By: _____
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: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
8/26/05
CC-1267

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Rate Schedule

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____

Contract Title: _____

Project Title: _____

Consultant: _____

Address: _____

ATTACHMENTS TO THIS WORK ORDER:

drawings/plans/specifications

scope of services

special conditions

COTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (_____) calendar days after the date when the Work Order time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within (_____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)

By: _____, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (Original Contract Price). The CONTRACTOR's total compensation is DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law licensing, and permitting requirements; (3) the Project site conditions, including but not limited to , subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.
 - (iv) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
 - ii. The CONTRACTOR acknowledges hat CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the with the work of the COUNTY wit hits own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) CONTACTOR shall submit applications for payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

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

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold retainage to secure completion of the Work in an amount equal to the product of the number of Days after the 31st Day following the Date of Commencement of Contract Time liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
- (iii) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY's discretion be withheld from subsequent Progress payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not competed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, _____ (\$_____) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work in not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set froth above.
- (ii) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR;s failure in meeting either or both the Substantial Completion and Final Completion dates.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work

ADDENDUM #6
REVISED BID FORM

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Fence Repair and Installation

COUNTY CONTRACT NO. CC-1267-05/TLR

Name of Bidder: KMG Fence, LLC

Mailing Address: 1102 Quotation Ct.

Street Address: same

City/State/Zip: St. Cloud, FL 34772

Phone Number: (407) 892-2400

FAX Number: (407) 892-5894

E-Mail Address: evag16@earthlink.net

Contractor License Number: 3001-0071646

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 6, on file at the Purchasing and Contracts Division for the Total Bid (Contract Price) hereinafter set forth.

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

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

Bid prices must be stated 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.

**ADDENDUM #6
REVISED BID FORM**

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.

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 ESTIMATED BASE BID: \$ 2,728,110.00
Numbers

two million seven hundred twenty-eight thousand
one hundred ten.

(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.

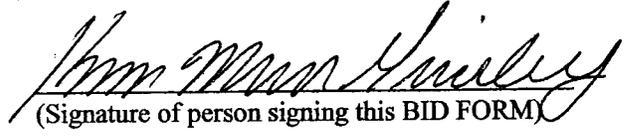
The Bidder acknowledges the receipt, execution, and return of the following forms:

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

ADDENDUM #6
REVISED BID FORM

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 16th day
of August, 2005.

KMG Fence, LLC
(Name of BIDDER)


(Signature of person signing this BID FORM)

KAREN M. GRIMSLEY
(Printed name of person signing this BID
FORM)

Manager
(Title of person signing this BID FORM)

**ADDENDUM #6
REVISED BID FORM
SEMINOLE COUNTY FENCE REPAIR AND INSTALLATION
CC1267-05/TLR**

BID FORM

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
12' Height Galvanized installed				
1	With top rail and three strands of security barbed wire	1,000 LF	\$ 18.60	\$ 18,600.00
2	Without top rail, three strands security barbed wire and fence fabric installed	1,000 LF	\$ 16.30	\$ 16,300.00
3	With top rail (no barbed wire)	5,000 LF	\$ 18.00	\$ 90,000.00
4	Without top rail (no barbed wire)	5,000 LF	\$ 15.70	\$ 78,500.00
5	Corner posts 2 ½ in) with fittings	500 ea.	\$ 110.00	\$ 55,000.00
12' Height (Vinyl coated, black or green as requested) installed				
6	With top rail and three strands of security barbed wire	1,000 LF	\$ 21.70	\$ 21,700.00
7	Without top rail, three strands security barbed wire and fence fabric installed	1,000 LF	\$ 19.00	\$ 19,000.00
8	With top rail (no barbed wire)	5,000 LF	\$ 18.00	\$ 90,000.00
9	Without top rail (no barbed wire)	5,000 LF	\$ 17.40	\$ 87,000.00
10	Corner posts (2 ½ in) with fittings	100 ea.	\$ 128.00	\$ 12,800.00

Kmb Fence, LLC

Company Name

**ADDENDUM #6
REVISED BID FORM
SEMINOLE COUNTY FENCE REPAIR AND INSTALLATION
CC1267-05/TLR**

BID FORM

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
10' Height Galvanized installed				
11	With top rail and three strands of security barbed wire	1,000 LF	\$ 15.50	\$ 15,500.00
12	Without top rail, three strands security barbed wire and fence fabric installed	1,000 LF	\$ 13.60	\$ 13,600.00
13	With top rail (no barbed wire)	5,000 LF	\$ 15.00	\$ 75,000.00
14	Without top rail (no barbed wire)	5,000 LF	\$ 13.10	\$ 65,500.00
15	Corner posts 2 ½ in) with fittings	500 ea.	\$ 90.00	\$ 45,000.00
10' Height (Vinyl coated, black or green as requested) installed				
16	With top rail and three strands of security barbed wire	1,000 LF	\$ 15.90	\$ 15,900.00
17	Without top rail, three strands security barbed wire and fence fabric installed	1,000 LF	\$ 15.15	\$ 15,150.00
18	With top rail (no barbed wire)	5,000 LF	\$ 17.55	\$ 87,750.00
19	Without top rail (no barbed wire)	5,000 LF	\$ 15.40	\$ 77,000.00
20	Corner posts (2 ½ in) with fittings	100 ea.	\$ 110.00	\$ 11,000.00

KMG Fence, LLC

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Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
6' Height Galvanized installed				
21	With top rail and three strands of security barbed wire	1,000 LF	\$ 8.95	\$ 8,950.00
22	Without top rail, three strands security barbed wire and fence fabric installed	1,000 LF	\$ 10.10	\$ 10,100.00
23	With top rail (no barbed wire)	5,000 LF	\$ 11.40	\$ 57,000.00
24	Without top rail (no barbed wire)	5,000 LF	\$ 9.20	\$ 46,000.00
25	Corner posts 2 ½ in) with fittings	500 ea.	\$ 62.00	\$ 31,000.00
6' Height (Vinyl coated, black or green as requested) installed				
26	With top rail and three strands of security barbed wire	1,000 LF	\$ 10.75	\$ 10,750.00
27	Without top rail, three strands security barbed wire and fence fabric installed	1,000 LF	\$ 13.10	\$ 13,100.00
28	With top rail (no barbed wire)	5,000 LF	\$ 11.75	\$ 58,750.00
29	Without top rail (no barbed wire)	5,000 LF	\$ 9.75	\$ 48,750.00
30	Corner posts (2 ½ in) with fittings	100 ea.	\$ 72.00	\$ 7,200.00
6' Height wood fence				
31	6' wood fence, 10 foot sections (repair/replacement only) no new installs	500 ea.	\$ 65.00	\$ 32,500.00
32	6' wood boards/slats	550 ea.	\$ 1.00	\$ 550.00

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Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
5' Height Galvanized installed				
33	With top rail including posts	5,000 LF	\$ 9.30	\$ 46,500.00
34	Without top rail including posts	5,000 LF	\$ 8.00	\$ 40,000.00
35	Corner posts 2 ½ in) with fittings	500 ea.	\$ 52.00	\$ 26,000.00
5' Height (Vinyl coated, black or green as requested) installed				
36	With top rail including posts	5,000 LF	\$ 10.80	\$ 54,000.00
37	Without top rail including posts	5,000 LF	\$ 8.75	\$ 43,750.00
38	Corner posts (2 ½ in) with fittings	500 ea.	\$ 62.00	\$ 31,000.00
5' Height wood fence				
39	5' wood fence, 10 foot sections (repair/replacement only) no new installs	500 ea.	\$ 60.00	\$ 30,000.00
40	5' wood boards/slats	550 ea.	\$ 1.00	\$ 550.00

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Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
4' Height (Residential – 11 ½ gauge) installed				
41	With top rail including posts	5,000 LF	\$ 5.90	\$ 29,500.00
42	Without top rail including posts	5,000 LF	\$ 5.25	\$ 26,250.00
43	Corner posts 2 ½ in) with fittings	500 ea.	\$ 45.00	\$ 22,500.00
4' Height wood fence				
44	4' wood fence, 10 foot sections (repair/replacement only) no new installs	100 LF	\$ 40.00	\$ 4,000.00
45	4' wood boards/slats	100 LF	\$ 1.00	\$ 100.00
Gates (Regular chain link) includes all hardware necessary for installation				
46	10' wide x 5' high double wide	25 ea.	\$ 365.00	\$ 9,125.00
47	14' wide x 6' high double wide	25 ea.	\$ 425.00	\$ 10,625.00
48	4' wide x 5' high walk gate	25 ea.	\$ 250.00	\$ 6,250.00
49	4' wide x 6' high walk gate	25 ea.	\$ 280.00	\$ 7,000.00
50	20' wide x 5' high double wide	25 ea.	\$ 450.00	\$ 11,250.00
51	20' wide x 6' high double wide	25 ea.	\$ 660.00	\$ 16,500.00
52	24' wide x 10' high double wide	25 ea.	\$ 750.00	\$ 18,750.00
53	24' wide x 12 high double wide	25 ea.	\$ 810.00	\$ 20,250.00

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Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
Gates (Vinyl coated, black or green as requested) includes all hardware necessary for installation				
54	10' wide x 5' high double wide	25 ea.	\$ 460.00	\$ 11,500.00
55	14' wide x 6' high double wide	25 ea.	\$ 580.00	\$ 14,500.00
56	4' wide x 5' high walk gate	25 ea.	\$ 350.00	\$ 8,750.00
57	4' wide x 6' high walk gate	25 ea.	\$ 400.00	\$ 10,000.00
58	20' wide x 5' high double wide	25 ea.	\$ 590.00	\$ 14,750.00
59	20' wide x 6' high double wide	25 ea.	\$ 710.00	\$ 17,750.00
60	24' wide x 10' high double wide	25 ea.	\$ 800.00	\$ 20,000.00
61	24' wide x 12' high double wide	25 ea.	\$ 860.00	\$ 21,500.00
4" Posts installed with standard DOT hardware				
62	12' high fence	1000 ea.	\$ 122.00	\$ 122,000.00
63	10' high fence	1000 ea.	\$ 112.00	\$ 112,000.00
64	6' high fence	1000 ea.	\$ 89.10	\$ 89,100.00
65	5' high fence	1000 ea.	\$ 67.85	\$ 67,850.00
66	4' high fence	1000 ea.	\$ 59.00	\$ 59,000.00
3" Posts installed with standard DOT hardware				
67	12' high fence	1000 ea.	\$ 65.80	\$ 65,800.00
68	10' high fence	1000 ea.	\$ 53.10	\$ 53,100.00
69	6' high fence	1000 ea.	\$ 48.90	\$ 48,900.00
70	5' high fence	1000 ea.	\$ 43.10	\$ 43,100.00
71	4' high fence	1000 ea.	\$ 37.50	\$ 37,500.00

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Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
2" Posts installed with standard DOT hardware				
72	12' high fence	1000 ea.	\$ 26.45	\$ 26,450.00
73	10' high fence	1000 ea.	\$ 23.90	\$ 23,900.00
74	6' high fence	1000 ea.	\$ 20.50	\$ 20,500.00
75	5' high fence	1000 ea.	\$ 18.10	\$ 18,100.00
76	4' high fence	1000 ea.	\$ 15.50	\$ 15,500.00
1 1/2" Posts installed with standard DOT hardware				
77	12' high fence	1000 ea.	\$ 21.65	\$ 21,650.00
78	10' high fence	1000 ea.	\$ 18.56	\$ 18,560.00
79	6' high fence	1000 ea.	\$ 16.90	\$ 16,900.00
80	5' high fence	1000 ea.	\$ 14.95	\$ 14,950.00
81	4' high fence	1000 ea.	\$ 12.65	\$ 12,650.00
Miscellaneous				
82	Top rail installed	10,000 LF	\$ 1.80	\$ 18,000.00
83	Angle brace	100 ea.	\$ 50.00	\$ 5,000.00
84	Removal of existing fence (including disposal)	5000 LF	\$ 2.00	\$ 10,000.00
Total estimated base bid-basic year amount				\$2,728,110.00

Kmb Fence, LLC

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