

CONSTRUCTION CONTRACTS

26. **Award CC-0751A-06/TLR – CR 46A Phase III Widening and Realignment to Gibbs and Register, Inc. Winter Garden (\$7,108,000.00).**

CC-0751A-06/TLR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a four lane urban roadway section approximately 1.026 miles in length along an existing 2-lane corridor, from Upsala Road to Old Lake Mary Road. The Contractor shall coordinate with the City of Sanford to avoid conflicts with muck removal.

This project was publicly advertised and the County received three (3) responses. The Review Committee consisting of Antoine Khoury, P.E.; William Glennon, P.E.; and Jerry Matthews, Project Manager, 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, Gibbs & Register, Inc., Winter Garden, in the amount of \$7,108,000.00. The completion time for this project is three hundred sixty (360) calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project and funds will be available in conjunction with a BAR, in account numbers 077515/077521.560670, CIP 11401. The Public Works Department/Engineering Division and Fiscal Services Department/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-0751A-06/TLR
 BID TITLE: CR 46A Phase III Widening and
 Realignment

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.

OPENING DATE: August 30, 2006, 2:00 P.M.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Gibbs & Register, Inc. 530 S. Main St. Winter Garden, FL 34787 John W. Gibbs, President Ph. 407-654-6133 Fx. 407-654-6134	Hubbard Construction Co. 1936 Lee Road Orlando, FL 32789 Jean-Noel Vell, Sr. VP Ph. 407 645-5500 Fx. 407 623-3865	John Carlo, Inc. 14165 N. Main Street Jacksonville, FL 32218 Curtis A. Johnson, VP Ph. 904 696-8865 Fx. 904 696-8951
A = Total Bid B = Contract Time A + B Computation	\$7,108,000.00 360 \$8,152,000.00	\$6,825,655.06 500 \$8,275,655.06	*\$8,956,957.29 565 *\$10,595,457.29
Acknowledge Addenda (2)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Nonsegregated Facilities	Yes	Yes	Yes
Drug Free Workplace	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

*Corrected figure

Opened and Tabulated by: T. Roberts, CPPB
 Posted: 08/30/06 @ 5pm
 Recommendation: Gibbs & Register – BCC Date 11/07/06

AGREEMENT (CC-0751A-06/TLR)

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **GIBBS & REGISTER, INC.**, duly authorized to conduct business in the State of Florida, whose address is 530 S. Main Street, Winter Garden, Florida 34787, 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-0751A-06/TLR - CR 46A Phase III Widening and Realignment.

The Project for which the Work under the Contract Documents is a part is generally described as CC-0751A-06/TLR - CR 46A Phase III Widening and Realignment.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean PEC, 218-A E. New York Avenue, Deland, Florida 32724.

(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 HDR Construction Control, 315 E. Robinson Street, Suite 400, Orlando, Florida 32801.

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 three hundred sixty (360) 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 SEVEN MILLION ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$7,108,000.00) 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 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement if CONTRACTOR is behind schedule and it is

anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

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

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

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

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, 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 Josh Bell 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 NINE HUNDRED AND NO/100 DOLLARS (\$2,900.00) per day for each day CONTRACTOR exceeds the Contract Time for Substan-

tial 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 Division
520 W. Lake Mary Boulevard, Suite 200
Sanford, FL 32773

For CONTRACTOR:

Gibbs & Register, Inc.
530 S. Main Street
Winter Garden, FL 34787

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:

GIBBS & REGISTER, INC.

JOANNE REGISTER, Secretary

By: _____
REX D. HUFFMAN, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

County Attorney
AC/lpk
10/12/06
CC-0751A

**BID FORM
(A+B BID)**

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

PROJECT: CR 46A PHASE III WIDENING AND REALIGNMENT
COUNTY CONTRACT NO. CC-0571A-06/TLR

Name of Bidder: GIBBS & REGISTER, INC.

Mailing Address: 530 S. MAIN STREET

Street Address: 530 S. MAIN STREET

City/State/Zip: WINTER GARDEN, FL 34787

Phone Number: (407) 654-6133

FAX Number: (407) 654-6134

The Bidder shall be FDOT prequalified for this type of Work.

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

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

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

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

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

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

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).

BID FORM
(A+B BID)

PROJECT: CR 46A PHASE III

COUNTY CONTRACT NO. CC-0751-06/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 565 Days.
- (b) The COUNTY specifies the RUC as \$2,900 per Day.
- (c) $A+B \text{ computation} = A + (B \times \text{RUC})$

Where:

A = Bidder's Total Bid \$ 7,108,000.00

B = Bidder's Contract Time 360 Days.
(must be less than the maximum Contract Time and more than the minimum Contract Time provided by the COUNTY)

A+B COMPUTATION : \$ 8,152,000.00
Numbers
EIGHT MILLION ONE HUNDRED FIFTY-TWO THOUSAND ⁰⁰/₁₀₀ DOLLARS

(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.

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 23RD day
of AUGUST, 20 06.

GIBBS & REGISTER, INC.
(Name of BIDDER)


(Signature of person signing this BID FORM)

REX D. HUFFMAN

(Printed name of person signing this BID
FORM)

PRESIDENT

(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS A BID BOND

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

CC-0751A-06/TLR
 CR 46A PHASE III WIDENING AND REALIGNMENT
 SEMINOLE COUNTY
 ROADWAY PAY ITEMS
 BID FORM

ITEM NUMBER	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
101-1-	LS	1	Mobilization		
				599,870.00	599,870.00
104-1-	SY	362	Artificial Coverings		
				5.00	1,810.00
104-4-	AC	32.5	Mowing		
				100.00	3,250.00
104-10-1	EA	1,472	Baled Hay or Straw		
				8.00	11,776.00
104-11	LF	25	Floating Turbidity Barrier		
				20.00	500.00
104-12	LF	25	Staked Turbidity Barrier		
				12.00	300.00
104-13	LF	31,120	Staked Silt Fence (Type III)		
				.75	23,340.00
104-16	EA	1,020	Rock Bags		
				8.00	8,160.00
110-1-1	LS	1	Clearing and Grubbing (18.7 Acres)		
				525,000.00	525,000.00
120-1	CY	31,672	Regular Excavation		
				6.00	190,032.00
120-4	CY	12,688	Subsoil Excavation		
				14.00	177,632.00
160-4-	SY	36,531	Type B Stabilization (12")		
				9.00	328,779.00
162-3-101	SY	26,177	Finish Soil Layer, 6" Thick		
				1.00	26,177.00
285-704	SY	5,823	Optional Base (Base Group 4)		
				18.00	104,814.00
285-709-	SY	26,338	Optional Base (Base Group 9)		
				26.00	684,788.00
327-70-5	SY	6,354	Milling Existing Asphalt Pavement (2" Avg. Depth)		
				6.00	38,124.00

ITEM NUMBER	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
331-72-10	SY	6,354	Type S Asphaltic Concrete (Inc Bit) (1")	9.00	57,186.00
331-72-14	SY	5,823	Type S Asphaltic Concrete (Inc Bit) (1 1/2")	10.00	58,230.00
331-72-24	SY	26,338	Type S Asphaltic Concrete (Inc Bit) (2 1/2")	16.00	421,408.00
337-7-3	SY	37,682	Asphaltic Concrete Friction Course (Inc. Bit.) (Rubber) (1" FC-3)	10.00	376,820.00
400-1-2	CY	11.7	Class I Concrete (End Walls)	1,500.00	17,550.00
400-1-15	CY	12	Class I Concrete (Miscellaneous)	600.00	7,200.00
425-1-351	EA	28	Inlet (Curb Type P-5) (<10')	5,000.00	140,000.00
425-1-352	EA	2	Inlet (Curb Type P-5) (>10')	6,500.00	13,000.00
425-1-355	EA	1	Inlet (Curb Type P-5) (Partial)	2,500.00	2,500.00
425-1-361	EA	13	Inlet (Curb Type P-6) (<10')	5,500.00	71,500.00
425-1-453	EA	5	Inlet (Curb Type J-5) (<10')	6,800.00	34,000.00
425-1-454	EA	2	Inlet (Curb Type J-5) (>10')	8,800.00	17,600.00
425-1-464	EA	1	Inlet (Curb Type J-6) (>10')	11,000.00	11,000.00
425-1-521	EA	5	Inlet (Dt. Bot. Type C) (<10')	2,700.00	13,500.00
425-1-541	EA	3	Inlet (DT Bot. Type D) (Mod) (<10')	2,900.00	8,700.00
425-1-551	EA	1	Inlet (DT Bot. Type E) (Mod) (<10')	7,500.00	7,500.00
425-1-589	EA	1	Inlet (DT Bot. Type H) (Mod) (<10')	12,500.00	12,500.00
425-1-711	EA	1	Inlet (DT Bot. Type V) (<10')	5,200.00	5,200.00
425-1-881	EA	2	Inlet (Barrier Wall, Rigid, Curb and Gutter) (<10')	4,500.00	9,000.00
425-2-41	EA	11	Manhole (P-7) (<10')	4,000.00	44,000.00

ADDENDUM #2

ITEM NUMBER	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
425-2-71	EA	4	Manhole (J-7) (<10')	7,000.00	28,000.00
425-10	EA	5	Yard Drains (Contingency)	1,400.00	7,000.00
430-171-125	LF	3,640	Pipe Culvert, (Concrete) (SS) (Round Shape) (18")	70.00	254,800.00
430-171-129	LF	1,181	Pipe Culvert, (Concrete) (SS) (Round Shape) (24")	87.00	102,747.00
430-171-133	LF	2,059	Pipe Culvert, (Concrete) (SS) (Round Shape) (30")	115.00	236,785.00
430-171-138	LF	944	Pipe Culvert, (Concrete) (SS) (Round Shape) (36")	140.00	132,160.00
430-171-225	LF	204	Pipe Culvert, (Concrete) (SS) (14" x 23")	70.00	14,280.00
430-171-229	LF	250	Pipe Culvert, (Concrete) (SS) (19" x 30")	90.00	22,500.00
430-171-233	LF	262	Concrete Pipe Culvert (Cross Drain) (24" x 38")	140.00	36,680.00
430-982-125	EA	2	Mitered End Section (CD) (Optional Round) (Concrete) (18")	1,400.00	2,800.00
430-982-138	EA	2	Mitered End Section (CD) (Optional Round) (Concrete) (36")	4,800.00	9,600.00
430-982-625	EA	1	MES (CD) (Opt. Other - Ellip/Arch) (14" x 23")	1,400.00	1,400.00
440-1-10	LF	770	Underdrain (Type I)	37.00	28,490.00
515-1-2	LF	27	Pipe Handrail - Guiderail (Aluminum)	35.00	945.00
515-2-302	LF	1,183	Pedestrian /Bicycle Railing	60.00	70,980.00
520-1-7	LF	6,169	Concrete Curb & Gutter (Type E)	16.00	98,704.00
520-1-10	LF	10,039	Concrete Curb & Gutter (Type F)	16.00	160,624.00
520-2-4	LF	65	Concrete Curb (Type D)	16.00	1,040.00
520-3-	LF	105	Concrete Valley Gutter	40.00	4,200.00

ITEM NUMBER	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
520-5-11	LF	209	Concrete Traffic Separator (Type I) (Option II) (4' Wide)	46.00	9,614.00
521-72-5	LF	520	Barrier Wall, Concrete (Rigid - Curb & Gutter)	270.00	140,400.00
522-1	SY	4,926	Concrete Sidewalk, 4" Thick	40.00	197,040.00
522-2	SY	1,163	Concrete Sidewalk, 6" Thick	66.00	76,758.00
524-1-1	SY	32.9	Concrete Ditch Pavement (Non-Reinforced)	110.00	3,619.00
570-2	SY	9,993	Seed & Mulch	.50	4,996.50
575-1-	SY	26,177	Sodding	2.00	52,354.00
*666-03	LS	1	Right of Way Survey	5,000.00	5,000.00
*999-01	LS	1	Maintenance of Traffic	348,000.00 348,000.00	348,000.00 348,000.00
*999-03	LS	1	Field Office	48,000.00	48,000.00
*999-04	LS	1	Final Grading	65,000.00	65,000.00
*999-05	LF	460	Reinforced Slope	130.00	59,800.00

* Not a FDOT Pay Item

SUBTOTAL OF ROADWAY ITEMS: # 6,277,062.50

Bidder GIBBS & REGISTER, INC.

CC-0751A-06/TLR
 CR 46A PHASE III FROM UPSALA ROAD TO OLD LAKE MARY ROAD
 SEMINOLE COUNTY
 SIGNALIZATION PAY ITEMS
 BID FORM

ITEM NUMBER	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
630-1-12	LF	10,209	Conduit (F&I) (Underground)	6.00	61,254.00
630-1-14	LF	2,193	Conduit (F&I) (Directional Bore)	18.00	39,474.00
632-7-1	PI	3	Cable (Signal) (F&I)	3,500.00	10,500.00
633-123-2	LF	2,425	Fiber Interconnect Cable	6.00	14,550.00
635-1-11	EA	87	Pull and Junction Boxes (F&I) (Pull Box)	320.00	27,840.00
635-1-11A	EA	6	Fiber Optics Vaults (F&I)	1,800.00	10,800.00
635-1-15	EA	8	Fiber Optic Pull Boxes	350.00	2,800.00
635-1-16	EA	2	Pull and Junction Boxes (F&I) (Special) (Oversized)	1,300.00	2,600.00
639-1-21	AS	1	Electrical Power Service	1,200.00	1,200.00
639-1-22	AS	2	Electrical Power Service (Underground)	1,200.00	2,400.00
639-2-1	LF	435	Electrical Service Wire (F&I)	2.00	870.00
641-41-112	EA	1	Concrete Service Pole, 12'	1,000.00	1,000.00
648-11	EA	1	Mast Arms (F&I) (Steel) (No Arm)	19,000.00	19,000.00
647-11-42	EA	1	Mast Arm, Steel, Single, 42'	25,000.00	25,000.00
647-11-44	EA	1	Mast Arm, Steel, Single, 44'	26,000.00	26,000.00
647-11-48	EA	1	Mast Arm, Steel, Single, 48'	26,000.00	26,000.00
648-11-45NF	EA	3	Mast Arms (F&I) (Steel) (Single Arm) (Non-Fluted)	25,000.00	75,000.00
648-11-51NF	EA	2	Mast Arms (F&I) (Steel) (Single Arm) (Non-Fluted)	28,000.00	56,000.00

ITEM NUMBER	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
648-11-55NF	EA	1	Mast Arms (F&I) (Steel) (Single Arm) (Non-Fluted)		
				28,000.00	28,000.00
648-11-60NF	EA	1	Mast Arms (F&I) (Steel) (Single Arm) (Non-Fluted)		
				30,000.00	30,000.00
650-51-311	AS	18	Traffic Signal, 12" (F&I) (3 Section 1 Way) (LED)		
				1,000.00	18,000.00
650-51-511	AS	2	Traffic Signal, 12" (F&I) (5 Section Cluster) (LED)		
				1,600.00	3,200.00
653-181	AS	14	Pedestrian Signals (F&I) (LED) (1 Way)		
				800.00	11,200.00
653-182	AS	1	Pedestrian Signals (F&I) (LED) (2 Way)		
				1,700.00	1,700.00
659-101	EA	7	Signal Head Auxiliaries (F&I) (Back Plate) (3-Section)		
				90.00	630.00
659-106	EA	44	Signal Head Auxiliaries (F&I) (Tunnel Visor)		
				2.00	88.00
659-107	EA	2	Aluminum Pedestal (w/ Breakaway Base)		
				1,000.00	2,000.00
659-109	EA	2	Signal Head Auxiliaries (F&I) (Concrete Pedestal Type II)		
				800.00	1,600.00
659-118	EA	1	Signal Head Auxiliaries (F&I) (Back Plate, 5-Section)		
				200.00	200.00
660-1-101	EA	5	Inductive Loop Detector		
				180.00	900.00
660-1-102	EA	5	Inductive Loop Detector, Time Delayed		
				200.00	1,000.00
660-1-105	EA	7	Inductive Loop Detector (F&I) (Type 5, 2 Ch, SS, S)		
				210.00	1,470.00
660-1-106	EA	7	Inductive Loop Detector (F&I) (Type 6, 2 Ch, SS, S, TD)		
				220.00	1,540.00
660-2-102	AS	22	Loop Assembly (F&I) (Type B)		
				750.00	16,500.00
660-2-106	AS	12	Loop Assembly (F&I) (Type F)		
				1,000.00	12,000.00
663-74-11	EA	3	Vehicle Detector Assemblies (Optical Type)		
				5,800.00	17,400.00
665-11	EA	16	Pedestrian Detector (F&I)		
				150.00	2,400.00
668-15	EA	1	Detector Cabinet (F & I) (Type V)		
				7,500.00	7,500.00
670-5-112	AS	3	Actuated Solid State Controller Assembly (F&I) (NEMA)		
				25,000.00	75,000.00

ITEM NUMBER	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
670-5-410	EA	2	Modify Controller	5,500.00	11,000.00
678-1-13	AS	2	Controller Accessories (F&I) (Generator Switch Box)	900.00	1,800.00
684-14	LF	8,063	System Communication (F&I) (Fiber Optic Cable)	7.00	56,441.00
685-001	EA	24	Pigtail (MM) (F & I)	25.00	600.00
685-002	EA	24	Bulkhead Connector St. (F & I)	25.00	600.00
685-003	EA	8	Jumper (MM) (F & I)	85.00	680.00
685-004	EA	3	Splice Enclosure (F & I)	1,500.00	4,500.00
685-005	EA	36	Fusion Splice (SM) (F & I)	70.00	2,520.00
685-006	EA	18	Fusion Splice (MM) (F & I)	70.00	1,260.00
690-10	EA	14	Remove Traffic Signal Head Assembly	70.00	980.00
690-33-1	LF	80	Pole Removal (Deep)	120.00	9,600.00
690-50	EA	2	Remove Controller Assembly	300.00	600.00
690-80	EA	2	Remove Span Wire Assembly	300.00	600.00
690-90	PI	2	Remove Cabling and Conduit	175.00 RH 175.00 RH	350.00 RH 350.00 RH
690-100	PI	2	Remove Miscellaneous Signal Equipment	500.00 500.00	1,000.00 RH 1,000.00 RH
699-1-1	EA	7	Sign, Internally Illuminated (Street Name)	2,300.00 RH 2,300.00 RH	16,100.00 RH 16,100.00 RH
700-89-2	EA	2	Sign Electrical Powered (Blank Out)	8,000.00 RH 8,000.00	16,000.00 RH 16,000.00

SUBTOTAL OF SIGNALIZATION ITEMS: \$ 759,247.00

Bidder GIBBS REGISTER, INC.

CR 46A PHASE III
 FROM UPSALA ROAD TO OLD LAKE MARY ROAD
 SEMINOLE COUNTY
 SIGNING & PAVEMENT MARKING PAY ITEMS
 BID FORM

ITEM NUMBER	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
700-40-1	AS	52	Sign (Single Post) (Less than 12 sq. ft.)	220.00	11,440.00
700-40-2	AS	3	Sign (Single Post) (12 - 25 Sq. ft.)	600.00	1,800.00
700-46-11	AS	57	Sign Existing (Remove) (Single Post)	55.00	3,135.00
700-46-21	AS	12	Sign Existing (Relocate) (Single Post)	110.00	1,320.00
700-46-22	AS	4	Sign Existing (Relocate) (Multi-Post)	215.00	860.00
700-48-68	AS	1	Sign Panel (Remove) (15 or Less)	25.00	25.00
700-90-31	AS	2	FTP-37 (24" X 48") (Remove) (Ground Mount)	10,000.00	20,000.00
705-10-11	EA	7	Object Marker (Post Mounted) (Type I)	55.00	385.00
706-1-12	EA	620	Reflective Pavement Marker	3.50	2,170.00
706-2	EA	78	Removal of Existing Pavement Markers	.30	23.40
710-30	SY	8.30	Reflective Paint (Island Nose) (Yellow)	22.00	182.60
711-3	EA	6	Pavement Messages, Thermoplastic	210.00	1,260.00
711-4	EA	44	Directional Arrows, Thermoplastic	45.00	1,980.00
711-7	SF	1978	Remove Existing Pavement Markings, Thermoplastic	1.50	2,967.00
711-31	GM	1.96	Skip Traffic Stripe (6" White)	700.00	1,372.00
711-34-61	LF	505	Skip Traffic Stripe, Thermoplastic (6") (Yellow)	.60	303.00

ITEM NUMBER	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
711-35-81	LF	436	Solid Traffic Stripe, Thermoplastic (8" White)	.75	327.00
711-35-121	LF	3,205	Solid Traffic Stripe, Thermoplastic (12" White)	1.30	4,166.50
711-35-181	LF	115	Solid Traffic Stripe, Thermoplastic (18" White)	2.00	230.00
711-35-241	LF	728	Solid Traffic Stripe, Thermoplastic (24" White)	2.50	1,820.00
711-36-181	LF	74	Solid Traffic Stripe, Thermoplastic (18" Yellow)	2.00	148.00
711-37-61	NM	2.30	Solid Traffic Stripe, Thermoplastic (6" White)	3,200.00	7,360.00
711-38-61	NM	2.63	Solid Traffic Stripe, Thermoplastic (6" Yellow)	3,200.00	8,416.00

SUBTOTAL OF SIGNING & PAVEMENT MARKING ITEMS: 71,690.50

Bidder GIBBS REGISTER INC.

SUMMARY
CC-0751A-06/TLR
CR 46A PHASE III WIDENING AND REALIGNMENT
SEMINOLE COUNTY
BID FORM

SUBTOTAL OF ROADWAY ITEMS: \$ 6,277,062.50

SUBTOTAL OF SIGNALIZATION ITEMS: \$ 759,247.00

SUBTOTAL OF SIGNING & PAVEMENT MARKING ITEMS: \$ 71,690.50

GRAND TOTAL: \$ 7,108,000.00

DATE: AUGUST 23, 2006

COMPANY: GIBBS & REGISTER, INC.

REPRESENTATIVE: REX D. HUFFMAN, PRESIDENT