CONSTRUCTION CONTRACTS

21. Award CC-1246-04/TLR – E. E. Williamson Pedestrian Bridge, to American Bridge, Orlando ($862,585.47).

CC-1246-04/TLR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of an 8-foot wide pedestrian overpass over Interstate 4.

This project was publicly advertised for a minimum of thirty days and the County received one response. The Review Committee consisting of Alan Ayash, Principal Engineer; Al Collock, Lead Inspector; and Steve Krug, Principal Engineer, evaluated the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the contract to the responsive, responsible bidder, American Bridge, in the amount of $862,585.47. The price is considered fair and reasonable based upon a detailed review of the bid. 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 subject to Board approval of the BCR in account number 077541.56065000, CIP #1925-07. Public Works/Engineering Division 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-1246-04/TLR
BID TITLE: E.E. Williamson Pedestrian Bridge
OPENING DATE: October 20, 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.

ITEM DESCRIPTION	Response 1	
	American Bridge Co. 8529 S. Park Circle, Suite 250 Orlando, FL 32819 Mr. John T. Cathcart, President (407) 226-7085 Phone (407) 226-7086 Fax	
TOTAL AMOUNT OF BID	***$862.585.47**	
Bid Bond	Yes	
Acknowledgement of Addenda	Yes	
Trench Safety Act	Yes	
Bidder Information Form	Yes	
Experience of Bidder	Yes	
Non-Collusion Affidavit	Yes	
Certificate of Nonsegregated Facility	Yes	

*Corrected due to calculation errors.
Opened and Tabulated by Tammy Roberts: (10/20/2004)
Posted (10/21/2004)

AGREEMENT (CC-1246-TLR)

THIS AGREEMENT is dated as of the ____ day of _____ 20___, by and between **AMERICAN BRIDGE CO.**, duly authorized to conduct business in the State of Florida, whose address is 8529 S. Park Circle, Suite 250, Orlando, Florida 32819 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-1246-04/TLR - E.E. Williamson Pedestrian Bridge.

The Project for which the Work under the Contract Documents is a part is generally described as CC-1246-04/TLR - E.E. Williamson Pedestrian Bridge.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean PBS&J, 482 S. Keller Road, Orlando, Florida.

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

Section 3. Contract Time.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within three hundred thirty (330) 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 EIGHT HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED EIGHTY-FIVE AND 47/100 DOLLARS ($862,585.47) 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 Brian A. Petersen 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 utilized 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, ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) 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:

Seminole County Public Works/Engineering
520 W. Lake Mary Blvd., Ste. 200
Sanford, FL 32773

For CONTRACTOR:

CONTRACTOR's Superintendent
American Bridge Co.
8529 S. Park Cir., Ste. 250
Orlando, FL 32819

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.

AMERICAN BRIDGE CO.

_____
Witness

By:_____
BRIAN A. PETERSEN, Vice-President

_____
Witness

Date:_____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AC/lpk
11/16/04
cc-1246

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: E.E. WILLIAMSON PEDESTRIAN BRIDGE

COUNTY CONTRACT NO. CC-1246-04/TLR

Name of Bidder: American Bridge Company

Mailing Address: 8529 South Park Circle, Suite 250, Orlando, FL 32819

Street Address: 8529 South Park Circle, Suite 250, Orlando, FL 32819

City/State/Zip: Orlando, Florida 32819

Phone Number: (407) 226-7085

FAX Number: (407) 226-7086

Contractor License Number: CG-C057903

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. 001 through 001, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

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

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

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

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

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or

corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

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

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: $ ~~862,529.00~~ 862,585.47 JR
Numbers

EIGHT HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED TWENTY NINE AND 00/100 DOLLARS
(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.
5% of Amount of Bid as Bid Security. More details in Bid Documents.
Section 00150 - Trench Safety Act Form
Section 00160 - Bidder Information Forms
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 20TH day of October, 2004

American Bridge Company
(Name of BIDDER)

(Signature of person signing this BID FORM)

BRIAN A. PETERSEN
(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.

EE WILLIAMSON ROAD BRIDGE PEDESTRIAN CROSSING & SIDEWALK IMPROVEMENTS BID SHEET					
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY					
101-1	MOBILIZATION	LS	1	$ 41,213.00	$ 41,213.00
104-10-1	BALED HAY OR STRAW	EA	40	$ 28.80	$ 1,152.00
104-13-1	STAKED SILT FENCE TYPE III	LF	365	$ 6.35	$ 2,317.75
104-16	ROCK BAGS	EA	40	$ 28.80	$ 1,152.00
110-1-1	CLEARING & GRUBBING (3.19 AC)	LS	1	$ 6,914.00	$ 6,914.00
110-4	CONCRETE PAVEMENT REMOVAL	SY	46	$ 52.78	$ 2,427.88
120-1	REGULAR EXCAVATION	CY	50	$ 271.66	$ 13,583.00
400-1-11	CONCRETE, CLASS I (RETAINING WALLS)	CY	98.8	$ 507.47	$ 50,138.04
415-1-3	REINFORCING STEEL (RETAINING WALLS)	LB	1895	$ 1.04	$ 1,970.80
425-1-601	INLET (DITCH BOT. TYPE J) (<10')	EA	1	$ 2,809.00	$ 2,809.00
515-2-301	PEDESTERIAN/BICYCLE RAILING, ALUMINUM	LF	355	$ 70.43	$ 25,002.65
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	24	$ 26.46	$ 635.04
520-2-4	CONCRETE CURB & GUTTER (TYPE D)	LF	22	$ 30.27	$ 665.94
521-1	CONCRETE BARRIER WALL (MEDIAN)	LF	83	$ 331.93	$ 27,550.19
521-72-5	CONCRETE BARRIER WALL (RIGID) (CURB & GUTTER)	LF	200	$ 120.69	$ 24,138.00
522-1	SIDEWALK, CONCRETE (4" THICK)	SY	272	$ 22.85	$ 6,215.20
536-1-9	GUARDRAIL, THRIE-BEAM, DOUBLE-FACED	LF	45	$ 162.56	$ 7,315.20
575-1	SODDING (CONTRACTOR'S OPTION)	SY	233	$ 2.83	$ 659.39
999-01	MAINTENANCE OF TRAFFIC	LS	1	$ 24,688.00	$ 24,688.00
					$ -
STRUCTURE					$ -
					$ -
110-4	SLOPED PAVEMENT (REMOVAL)	SY	293.3	$ 8.53	$ 2,501.85
400-2-4	CLASS II CONCRETE (SUPERSTRUCTURE)	CY	72.6	$ 1,235.76	$ 89,716.18
400-2- 10	CLASS II CONCRETE (APPROACH SLABS)	CY	4.4	$ 264.32	$ 1,163.01
400-4-5	CLASS IV CONCRETE (SUBSTRUCTURE)	CY	33.39	$ 3,033.27	$ 101,280.89
400-147-	COMPOSITE NEOPRENE PADS	CF	1.76	$ 1,715.91	$ 3,020.00
415-1- 4	REINFORCING STEEL (SUPERSTRUCTURE)	LB	13379	$ 0.85	$ 11,372.15
415-1- 5	REINFORCING STEEL (SUBSTRUCTURE)	LB	14012	$ 1.05	$ 14,712.60
415-1- 9	REINFORCING STEEL (APPROACH SLABS)	LB	376	$ 0.75	$ 282.00
455-88- 3	DRILLED SHAFT	LF	187	$ 306.01	$ 57,223.87
455-107-3	DRILLED SHAFT CASING	LF	187	$ 110.00	$ 20,570.00
455-122-3	DRILLED SHAFT EXCAVATION	LF	187	$ 284.08	$ 53,122.96
455-129-2	DRILLED SHAFT INSTRUMENTATION	EA	5	$ 1.20	$ 6.00
460-2-1	STRUCTURAL STEEL (CARBON)	LS	1	$ 88,147.00	$ 88,147.00
460-2-2	STRUCTURAL STEE (LOW ALLOY)	LS	1	$ 108,466.00	$ 108,466.00
524-2-2	SLOPED PAVEMENT (PLACEMENT)	SY	293.3	$ 56.87	$ 16,679.97
550-10-3	FENCE TYPE R	LF	285.5	$ 188.35	$ 53,773.93
					$ -
				TOTAL	$ 862,585.47

Official

EE WILLIAMSON ROAD BRIDGE PEDESTRIAN CROSSING & SIDEWALK IMPROVMENTS BID SHEET					
ITEM NO.	ITEM	UNIT	QUANITY	UNIT PRICE	TOTAL
ROADWAY					
101-1	MOBILIZATION	LS	1	$ 41,213.00	$ 41,213.00
104-10-1	BALED HAY OR STRAW	EA	40	$ 28.80	$ 1,152.00
104-13-1	STALKED SILT FENCE TYPE III	LF	365	$ 6.35	$ 2,318.00
104-16	ROCK BAGS	EA	40	$ 28.80	$ 1,152.00
110-1-1	CLEARING & GRUBBING	LS	1	$ 6,914.00	$ 6,914.00
110-4	CONCRETE PAVEMENT REMOVAL	SY	46	$ 52.78	$ 2,428.00
120-1	REGULAR EXCAVATION	CY	50	$ 271.66	$ 13,583.00
400-1-11	CONCRETE CLASS I (RETAINING WALLS)	CY	98.8	$ 507.47	$ 50,138.00
415-1-3	REINFORCING STEEL (RETAINING WALLS)	LB	1895	$ 1.04	$ 1,980.00
425-1-601	INLET (DITCH BOT. TYPE J) (>10')	EA	1	$ 2,809.00	$ 2,809.00
515-2-301	PEDESTRIAN/BICYCLE RAILING, ALUMINUM	LF	355	$ 70.43	$ 25,004.00
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	24	$ 26.46	$ 635.00
520-2-4	CONCRETE CURB & GUTTER (TYPE D)	LF	22	$ 30.27	$ 666.00
521-1	CONCRETE BARRIER WALL (MEDIAN)	LF	83	$ 331.93	$ 27,550.00
521-72-5	CONCRETE BARRIER WALL (RIGID) (CURB & GUTTER)	LF	200	$ 120.69	$ 24,137.00
522-1	SIDEWALK, CONCRETE (4" THICK)	SY	272	$ 22.85	$ 6,216.00
536-1-9	GUARDRAIL, THRIE-BEAM, DOUBLE FACED	LF	45	$ 162.56	$ 7,315.00
575-1	SODDING (CONTRACTOR'S OPTION)	SY	233	$ 2.83	$ 660.00
999-01	MAINTENANCE OF TRAFFIC	LS	1	$ 24,688.00	$ 24,688.00
STRUCTURE					
110-4	SLOPED PAVEMENT (REMOVAL)	SY	293.3	$ 8.53	$ 2,501.00
400-2-4	CLASS II CONCRETE (SUPERSTRUCTURE)	CY	72.6	$ 1,235.76	$ 89,716.00
400-2-10	CLASS II CONCRETE (APPROACH SLABS)	CY	4.4	$ 264.32	$ 1,163.00
400-4-5	CLASS IV CONCRETE (SUBSTRUCTURE)	CY	33.39	$ 3,033.27	$ 101,281.00
400-147-	COMPOSITE NEOPRENE PADS	CF	1.76	$ 1,715.91	$ 3,020.00
415-1-4	REINFORCING STEEL (SUPERSTRUCTURE)	LB	13379	$ 0.85	$ 11,312.00
415-5	REINFORCING STEEL (SUBSTRUCTURE)	LB	14012	$ 1.05	$ 14,706.00
415-9	REINFORCING STEEL (APPROACH SLABS)	LB	376	$ 0.75	$ 283.00
455-88-3	DRILLED SHAFT	LF	187	$ 306.01	$ 57,224.00
455-107-3	DRILLED SHAFT CASING	LF	187	$ 110.00	$ 20,570.00
455-122-3	DRILLED SHAFT EXCAVATION	LF	187	$ 284.08	$ 53,123.00
455-129-2	DRILLED SHAFT INSTRUMENTATION	EA	5	$ 1.20	$ 6.00
460-2-1	STRUCTURAL STEEL (CARBON)	LS	1	$ 88,147.00	$ 88,147.00
460-2-2	STRUCTURAL STEEL (ALLOY)	LS	1	$ 108,466.00	$ 108,466.00
524-2-2	SLOPED PAVEMENT (PLACEMENT)	SY	293.3	$ 56.87	$ 16,679.00
550-10-3	FENCE TYPE R	LF	285.5	$ 188.35	$ 53,774.00
				TOTAL	$ 862,529.00

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

NOTICE TO BIDDERS:

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

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
Layback	LF	100 LF	$50.00	$5,000.00

TOTAL $5,000.00

BRIAN A. PETERSEN
Printed Name

Signature

AMERICAN BRIDGE COMPANY
Bidder Name

OCTOBER 20, 2004
Date

BIDDER INFORMATION

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

Bidder Information
American Bridge Company

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
	President	Robert H. Luffy
*	Vice-President	Brian A. Petersen
	Secretary	Robert T. Yhang
	Treasurer	Pamela A. Bena
	Resident Superintendent	

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

EXPERIENCE OF BIDDER

NAME OF BIDDER American Bridge Company

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

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

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS: 5850 Cargo Road Greater Orlando Aviation Authority Orlando FL 32827		CONTRACT AMOUNT
30 May 02	PH 407 825-2000	FX 407 825-2001	$25,563,000.00
Project & Location: BP S012B Intermodal Transit System Guideway Orlando International Airport			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS: 1900 Hotel Plaza Blvd Reedy Creek Improvement District LBV FL		CONTRACT AMOUNT
20 Jan 03	PH 407 828-2250	FX 407-828-2251	$894,986.00
Project & Location: Emergency Repairs to EPCOT Center Drive Bridge, Lake Buena Vista, FL			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS: New York City DOT 2 Rector St. NY, NY 10006		CONTRACT AMOUNT
01 Mar 99	PH 212 788-2078	FX 212 788-2085	$68,353,000.00
Project & Location: Macombs Dam Bridge - New York City, NY			

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS: MTA Bridges: Tunnels Two Broadway, NY NY		CONTRACT AMOUNT
15 Dec 00	PH 212 870 6482	FX 212 870 6483	$149,500,000.00
Project & Location: Triborough Bridge Rehabilitation, NY, NY			

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

Length of time in business: 101 Years

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

National City Bank of Pennsylvania - Lori Shure 412-644-7757

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida)
)ss
County of Orange)

Brian A. Petersen, being first duly sworn, deposes and says that:

(1) He is Vice President, of American Bridge Company, the Bidder that has submitted the attached Bid;

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

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

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

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

Signed: _____

Printed Name: Brian A. Petersen

Title: Vice President

American Bridge

AUTHORIZATION

I, Robert H. Luffy, President of American Bridge Company (the "Corporation"), a Delaware Corporation, do hereby authorize Brian Petersen as Vice President to execute and deliver on behalf of the Corporation all bids, contracts, bonds, bills of sale and other legal instruments required to be executed in connection with the procurement and performance of construction projects and related matters. This authorization will remain in effect until his respective successor is duly elected and qualified.

This authorization is given pursuant to Article IV, Section 8 of the Bylaws of American Bridge Company that (a) grants to the President full power and authority to execute legal instruments for the Corporation and (b) provides that the President may delegate such authority to its officer(s).

In witness whereof, I have executed this Authorization as of this 2nd day of January, 2001.

Robert H. Luffy, President
American Bridge Company

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

Date: 20 October 2004

By: [signature]

Print Name: BRIAN A. PETERSEN

Title: VICE PRESIDENT

Official Address:

B529 SOUTH PARK CIRCLE
SUITE 250
ORLANDO, FLORIDA 32819
(Include Zip Code)

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

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR: American Bridge Company

Signature: _____

Printed Name: BRIAN A. PETERSEN

Title: VICE PRESIDENT

Date: OCTOBER 20, 2004

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 20th day of October, 2004, by Brian A. Petersen of American Bridge Company firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Michelle L. Whitehead
Print Name Michelle L. Whitehead
Notary Public in and for the County
and State Aforementioned

Michelle L Whitehead
My Commission DD039249
Expires July 04, 2005

My commission expires: July 4, 2005