

**FIVE POINTS COMPLEX CONNECTOR ROADWAY AND STORMWATER POND
CONSTRUCTION SERVICES AGREEMENT
(CC-2392-19/RTB)**

THIS AGREEMENT is dated as of the ____ day of _____, 20____, by and between **SOUTHERN DEVELOPMENT & CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 656 Lake Mills Road, Chuluota, Florida 32766, in this Agreement referred to as “**CONTRACTOR**,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**.”

COUNTY and CONTRACTOR, in consideration of the mutual covenants set forth in this Agreement, agree as follows:

Section 1. Work. CONTRACTOR shall complete all work as specified or indicated in the Contract Documents, including the Scope of Services, attached to this Agreement as Exhibit A, and the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. The work is generally described as the Five Points Complex Connector Roadway and Stormwater Pond project.

Section 2. Engineer.

(a) The Engineer of Record (“**ENGINEER**”) as named in the Contract Documents is Pegasus Engineering, LLC, whose address is 301 West State Road 434, Suite 309, Winter Springs, Florida 32708.

(b) COUNTY’s contracted consultant for construction, engineering, and inspection (“**CEI**”) services as named in the Contract Documents is Infrastructure Engineers, LLC, whose address is 1511 East State Road 434, Suite 1001, Winter Springs, Florida 32708.

Section 3. Contract Time.

(a) All provisions regarding contract time are essential to the performance of this Agreement.

(b) The work must be substantially completed as described in subsection 14.13 of the General Conditions within five hundred forty-eight (548) calendar days after the date when the contract time begins to run as provided in subsection 2.2 of the General Conditions. The work must be finally completed and 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 for 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. CONTRACTOR shall depict this thirty (30) days as float time not impacting controlling work items on CONTRACTOR's critical path scheduling. No contract time extensions will be considered related to utility coordination matters, including, but not limited to utility relocations and conflicts, unless the utility related time impacts exceed thirty (30) days impact on controlling items of work in accordance with the Project schedule.

(e) In the event that the work requires phased construction, then multiple points of substantial completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents on the basis of the total bid (original contract price).

CONTRACTOR's total compensation is Five Million, Five Hundred Sixty Thousand, Five Hundred Five and No/100 Dollars (\$5,560,505.00), subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR shall accept the contract price as full compensation: for performance of all work and providing all materials embraced in the Contract Documents; for all loss or damage arising out of performance of the work and from the action of the elements, or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until the final acceptance; and for all risks of every description connected with the work.

(c) CONTRACTOR acknowledges that CONTRACTOR has studied, considered, and included in its 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; and (4) the terms and conditions of the Contract Documents, including, but not limited to the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the work will involve significant work adjacent to, above, and in close proximity to underground facilities, including utilities which will require the support of active utilities as well as the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that its total bid (original contract price) specifically considered and relied upon CONTRACTOR's own study of underground facilities, utilities in their present, relocated

(temporary and permanent), and proposed locations, and conflicts relating to utilities and underground facilities.

(2) CONTRACTOR acknowledges that its total bid (original contract price) considered and included all of its costs relating to the responsibilities to coordinate and sequence the work of CONTRACTOR with the work of COUNTY, the work of other utility contractors, and the work of others at the Project site.

Section 5. Payment Procedures.

(a) Application for Payment. CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided for 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 and 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 that subsection.

Section 6. Additional Retainage for Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the work.

(b) In the event that CONTRACTOR fails to physically mobilize to the work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the work in an amount equal to the product of the number of days after the 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 will be withheld from the initial and each subsequent progress payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplementary progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the work will not be completed within the contract time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled contract time (substantial completion or final completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent progress payments. Any additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following 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 itself with the nature and extent of the Contract Documents, work, locality, weather, utility locations, all local conditions, Chapter 220, Part 1, Purchasing Code, Seminole County Code, and federal, state, and local laws, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the work.

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

(c) CONTRACTOR has studied carefully and considered in its bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to underground facilities, utility installations, conflicts, relocations (temporary and permanent), and all other underground facilities and utility related conditions of the work and site that may affect cost, progress, scheduling, or any aspect of performance of the work, and that its bid reflects all such conditions. CONTRACTOR, by submitting its bid and executing this Agreement, acknowledges the constructability of the work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including, but not limited to the Spearin Doctrine, and acknowledges that the Plans and Specifications are adequate to perform the work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the Contract Documents. CONTRACTOR does not and will not require any additional examinations, investigations, tests, reports, or similar data 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 provided COUNTY written notice of all conflicts, errors, or discrepancies that CONTRACTOR has discovered in the Contract Documents. CONTRACTOR hereby accepts COUNTY's written resolution of all such conflicts, errors, or discrepancies.

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

(h) CONTRACTOR's resident Superintendent at the work site will be **William Watson**. CONTRACTOR shall use only this person as Superintendent, unless otherwise approved by COUNTY's Project Manager after following the procedure indicated in the General Conditions.

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

(j) CONTRACTOR acknowledges that the performance of the work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR shall respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the work within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall report the citizen, the street address, and a summary of the complaint and any action taken in response. Responses and action taken by CONTRACTOR must specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable.

If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent progress payments or the retainage.

(k) CONTRACTOR acknowledges that COUNTY-owned property obtained for performance of the work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the work within the contract time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent progress payments or the retainage.

Section 8. Contract Documents.

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

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

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

- (1) Specifications;
- (2) Technical Specifications Provided in the Contract Documents;
- (3) General Conditions;

(4) Supplementary Conditions, including any utility-specific forms provided by COUNTY's Utility Division;

(5) Notice to Proceed;

(6) Change Orders;

(7) Certificate of Substantial Completion;

(8) Certificate of Final Inspection;

(9) Certificate of ENGINEER;

(10) Certificate of Final Completion;

(11) CONTRACTOR's Release;

(12) Drawings and Plans;

(13) Supplemental Agreements;

(14) CONTRACTOR's Waiver of Lien (Partial);

(15) CONTRACTOR's Waiver of Lien (Final and Complete);

(16) Subcontractor/Vendor's Waiver of Lien (Final and Complete);

(17) Instructions to Bidders; and

(18) CONTRACTOR's Insurance Requirements, Certificate of Insurance and Insurance Policies.

(c) 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 9. Liquidated Damages.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY 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 of time allowed in accordance with Section 12 of the General Conditions. If the work is not completed on time, the parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from the delay in the COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount of 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 the work is not completed by the final completion date in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay one quarter (1/4) of the rate set forth above. The parties acknowledge and agree that the liquidated amounts described in this Section are not a penalty, but instead a reasonable measure of damages based upon the parties' experience in the relevant industry and given the nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified in this Agreement, 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 will apply regardless of whether CONTRACTOR is terminated, is in default, or has abandoned the work.

Section 10. Miscellaneous.

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

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

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

Section 11. CONTRACTOR's Specific Consideration. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of Two Hundred Fifty and No/100 Dollars (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original contract price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

Section 12. Patents and Royalties. Unless otherwise provided, CONTRACTOR will be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, must indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. If any claim is filed against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 13. Notices. Whenever either party desires to give notice to the other including, but not limited to contract claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Public Works/Engineering Division
100 East First Street
Sanford, Florida 32771

Copy to ENGINEER:

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708

For CONTRACTOR:

Southern Development & Construction, Inc.
656 Lake Mills Road
Chuluota, Florida 32766

Section 14. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly in the business of CONTRACTOR to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

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

Section 15. 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 will 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 COUNTY, COUNTY will 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 COUNTY, then the material breach will entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches will not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 16. Indemnification of COUNTY. CONTRACTOR shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

Section 17. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, 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 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services or provide the materials required under this Agreement.

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, RHOOPER@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.**

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other

than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 20. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 21. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 22. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 23. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement shall be honored by COUNTY.

Section 24. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 25. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

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

ATTEST:

SOUTHERN DEVELOPMENT &
CONSTRUCTION, INC.

Witness

THOMAS J. McNAMARA, President

Print Name



Date

Witness

Print Name

[Balance of this page intentionally blank; signatory page continues on Page 20.]

SEMINOLE COUNTY, FLORIDA

Witness

By: _____

RAY HOOPER, Purchasing and
Contracts Manager

Print Name

Date: _____

Witness

Print Name

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2019, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney



DGS/dre

5/8/19

Attachments:

Exhibit A – Scope of Services

Exhibit B – Bid Form

Exhibit C – Trench Safety Act

Exhibit D – American with Disabilities Act Affidavit

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SCOPE OF SERVICES

The Contractor shall provide all labor and materials to construct the Five Points Connector Road and Regional Stormwater Pond. The project is located in Seminole County within the Sections 14 and 15 of Township 20 South and Range 30 East. More specifically, the project is located immediately west side of U.S. Highway 17/92, south of Lake Mary Boulevard, and adjacent to the Seminole State College campus.

The proposed Five Points regional stormwater pond will be located within the footprint of an existing 9.9-acre mixed hardwood wetland system.

The new roadway will connect U.S. Highway 17-92 to Bush Boulevard (Eslinger Way) along the southern border of the wetland and a new regional wet bottom stormwater pond in the remainder of the wetland. The roadway will be a 2-lane typical section (one lane in each direction with 5-foot wide sidewalks).

The project will include, but not be limited to excavation, embankment, surcharging, grading, piping, subgrade, base and asphalt, concrete curbs and sidewalks, and signage and pavement markings.

Copy

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT:

COUNTY CONTRACT NO. CC-2392-19/RTB – Five Points Connector Roadway and Stormwater Pond

Name of Bidder: SOUTHERN DEVELOPMENT & CONSTRUCTIONMailing Address: 1656 LAKE MILLS RD.Street Address: ~~CHULUOTA~~ 1656 LAKE MILLS RD.City/State/Zip: CHULUOTA FL. 32766Phone Number: (321) 251-0535FAX Number: (866) 332-8272E-Mail Address: SHANE@SDCLFL.COMContractor License Number: C13C060345, FDOT-ATTACHED, CUC12224501

TO: Purchasing and Contracts 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.

BID FORM

6/20/2008

CC-1420-17/RTB – Salt Creek Culvert Improvements

00100-1

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

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: \$ 5,555,505 ^{XX}/₁₀₀
 Numbers
Five Million, Five hundred Fifty Five Thousand, Five
Hundred - Five dollars + ^{XX}/₁₀₀
 (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.

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 22nd day of April, 2019.

Southern Development & Constr.
 (Name of BIDDER)

Shane R. Cox
 (Signature of person signing this BID FORM)
SHANE R. Cox

BID FORM
 6/20/2008
 CC-1420-17/RTB - Salt Creek Culvert Improvements

00100-2

(Printed name of person signing this BID
FORM)

V.P. ESTIMATING
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS

5% 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.

EXHIBIT B



Bid Form - Five Points Complex Connector Road and Regional Pond

11/20/2018

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY.	UNIT BID PRICE	TOTAL BID PRICE
	ROADWAY PAY ITEMS				
101-1	Mobilization	LS	1	\$ 550,000.00	\$ 550,000.00
102-1	Maintenance of Traffic	LS	1	\$ 40,000.00	\$ 40,000.00
102-99	Portable Changeable Message Sign - Temporary	ED	240	\$ 11.00	\$ 2,640.00
104-14	Prevention, Control and Abatement of Erosion and Water Pollution	LS	1	\$ 50,000.00	\$ 50,000.00
108-1	Monitor Existing Structures - Inspection and Settlement Monitoring	LS	1	\$ 30,000.00	\$ 30,000.00
108-2	Monitor Existing Structures - Vibration Monitoring	LS	1	\$ 5,000.00	\$ 5,000.00
108-3	Monitor Existing Structures - Groundwater Monitoring	LS	1	\$ 5,000.00	\$ 5,000.00
110-1-1	Clearing and Grubbing (15.61 acres)	LS	1	\$ 810,445.00	\$ 810,445.00
120-1	Regular Excavation	CY	109575	\$ 11.00	\$ 1,205,325.00
120-4	Subsoil Excavation	CY	35032	\$ 11.50	\$ 402,868.00
120-6	Embankment	CY	72346	\$ 2.00	\$ 144,692.00
120-99	Surcharge Complete	LS	1	\$ 600,000.00	\$ 600,000.00
121-70	Flowable Fill	CY	26	\$ 500.00	\$ 13,000.00
145-2-A	Geosynthetic Reinforced Foundation Over Soft Soil (Tensar TX 160 Geogrid)	SY	28075	\$ 5.00	\$ 130,375.00
145-2-B	Geosynthetic Reinforced Foundation Over Soft Soil (Tensar BX 1200 Geogrid)	SY	41125	\$ 3.50	\$ 143,937.50
160-4	Type B Stabilization, 12" Minimum, LBR 40	SY	8595	\$ 3.00	\$ 25,785.00
285-709	Base Group 9, Limerock, 10"	SY	3742	\$ 20.00	\$ 74,840.00
327-70-6	Milling Existing Asphalt Pavement (1.5" Avg. Depth)	SY	539	\$ 10.00	\$ 5,390.00
334-1-57	Superpave Asphaltic Concrete (Traffic C), High Polymer	TN	617.3	\$ 100.00	\$ 61,730.00
337-7-93	Asphaltic Concrete Friction Course, Traffic C, FC-12.5, High Polymer	TN	353.1	\$ 115.00	\$ 40,606.50
400-1-15	Concrete Class I (Miscellaneous)	CY	5	\$ 800.00	\$ 4,000.00
425-1-311	Inlet (Curb Type P-1) (<10')	EA	3	\$ 5,200.00	\$ 15,600.00
425-1-321	Inlet (Curb Type P-2) (<10')	EA	1	\$ 6,300.00	\$ 6,300.00
425-1-411	Inlet (Curb Type J-1) (<10')	EA	3	\$ 5,900.00	\$ 17,700.00
425-1-421	Inlet (Curb Type J-2) (<10')	EA	1	\$ 6,100.00	\$ 6,100.00
425-1-541	Inlet, Ditch Bottom, Type D, <10'	EA	5	\$ 4,300.00	\$ 21,500.00
425-1-551	Inlet, Ditch Bottom, Type E, <10'	EA	1	\$ 4,700.00	\$ 4,700.00
425-1-581	Inlet, Ditch Bottom, Type H, <10'	EA	2	\$ 6,500.00	\$ 13,000.00
425-2-61	Manholes, P-8, <10'	EA	3	\$ 3,000.00	\$ 9,000.00
425-2-72	Manholes, J-7, >10'	EA	1	\$ 10,000.00	\$ 10,000.00
425-2-91	Manholes, J-8, <10'	EA	1	\$ 4,000.00	\$ 4,000.00
430-175-118a	Pipe Culvert, Round, 18" S/CD, RCP, Class III	LF	70	\$ 125.00	\$ 8,750.00
430-175-124a	Pipe Culvert, Round, 24" S/CD, RCP, Class III	LF	269	\$ 145.00	\$ 39,005.00
430-175-130a	Pipe Culvert, Round, 30" S/CD, RCP, Class III	LF	76	\$ 180.00	\$ 13,680.00
430-175-148a	Pipe Culvert, Round, 48" S/CD, RCP, Class III	LF	74	\$ 350.00	\$ 25,900.00
430-175-118b	Pipe Culvert, Round, 18" S/CD (HDPE) (Soil-Tight Joints)	LF	776	\$ 100.00	\$ 77,600.00
430-175-124b	Pipe Culvert, Round, 24" S/CD (HDPE) (Soil-Tight Joints)	LF	170	\$ 125.00	\$ 21,250.00
430-175-130b	Pipe Culvert, Round, 30" S/CD (HDPE) (Soil-Tight Joints)	LF	308	\$ 140.00	\$ 43,260.00
430-175-136b	Pipe Culvert, Round, 36" S/CD (HDPE) (Soil-Tight Joints)	LF	182	\$ 170.00	\$ 30,940.00
430-175-148b	Pipe Culvert, Round, 48" S/CD (HDPE) (Soil-Tight Joints)	LF	170	\$ 260.00	\$ 44,200.00
430-200-25	Flared End Section, Concrete, 18"	EA	1	\$ 2,900.00	\$ 2,900.00

EXHIBIT B

430-200-29	Flared End Section, Concrete, 24"	EA	1	\$ 3,000.00	\$ 3,000.00
430-200-33	Flared End Section, Concrete, 30"	EA	3	\$ 3,200.00	\$ 9,600.00
430-22-38	Flared End Section, Concrete, 36"	EA	1	\$ 3,600.00	\$ 3,600.00
430-982-125	Mitered End Section, RCP, Class III, 18" CD	EA	1	\$ 2,200.00	\$ 2,200.00
430-982-129	Mitered End Section, RCP, Class III, 24" CD	EA	1	\$ 2,800.00	\$ 2,800.00
430-982-133	Mitered End Section, RCP, Class III, 30" CD	EA	1	\$ 3,900.00	\$ 3,900.00
430-982-141	Mitered End Section, RCP, Class III, 48" CD	EA	3	\$ 6,300.00	\$ 18,900.00
520-1-10	Concrete Curb and Gutter, Type F	LF	1343	\$ 15.00	\$ 20,145.00
520-2-2	Concrete Curb (Type B)	LF	308	\$ 15.00	\$ 4,620.00
520-5-11	Concrete Traffic Separator, Type I, Option II	LF	422	\$ 40.00	\$ 16,880.00
522-1	Concrete Sidewalk, 4" Thick	SY	731	\$ 38.00	\$ 27,778.00
522-2	Concrete Sidewalk, 6" Thick	SY	226	\$ 45.00	\$ 10,170.00
524-1-1	Concrete Ditch Pavement, Non-Reinforced, 3"	SY	28	\$ 70.00	\$ 1,820.00
527-2	Detectable Warnings	SF	16	\$ 35.00	\$ 560.00
530-3-4	Rubble Riprap, Ditch Lining	TN	201.6	\$ 150.00	\$ 30,240.00
570-1-2	Performance Turf, Sod	SY	31598	\$ 3.00	\$ 94,794.00
571-1-12	Plastic Erosion Mat, TRM, Type 2	SY	250	\$ 20.00	\$ 5,000.00
999-1	Concrete Flume	EA	1	\$ 3,000.00	\$ 3,000.00
999-2	8" PVC Sanitary Pipe	LF	135	\$ 40.00	\$ 5,400.00
999-3	Sanitary Manholes	EA	2	\$ 6,000.00	\$ 12,000.00
999-4	Utility Coordination, Locates and Conflict Identification	LS	1	\$ 5,000.00	\$ 5,000.00
999-5	Dewatering, Flow Diversion and Temporary Shoring	LS	1	\$ 500,000.00	\$ 500,000.00
	SIGNING AND PAVEMENT MARKINGS PAY ITEMS				
700-1-11	Single Post Sign, (F&I), Less than 12 SF R1-1 (30" x 30"), R2-1 (24" x 30"), W3-1 (30" x 30"), W1-7 (48" x 24"), OM4-1 (18" x 18")	AS	8	\$ 300.00	\$ 2,400.00
700-1-12	Single Post Sign, (F&I), 12 SF to 20 SF R3-4 (24" x 24"), R4-7 (24" x 30"), OM1-1 (18" x 18")	AS	2	\$ 650.00	\$ 1,300.00
700-3-601	Sign Panel Remove, Up to 12 SF	EA	1	\$ 80.00	\$ 80.00
706-3	Reflective Pavement Markers, Bi-Directional	EA	64	\$ 7.00	\$ 448.00
711-11-123	Solid Traffic Stripe, Thermoplastic (12" White)	LF	417	\$ 4.00	\$ 1,668.00
711-11-125	Solid Traffic Stripe, Thermoplastic (24" White)	LF	78	\$ 8.00	\$ 624.00
711-11-141	Dotted/Guideline, Thermoplastic (6" White) (2'-4')	GM	0.028	\$ 1,500.00	\$ 42.00
711-11-160	Pavement Message, Thermoplastic	EA	3.000	\$ 250.00	\$ 750.00
711-11-170	Directional Arrows, Thermoplastic	EA	12	\$ 100.00	\$ 1,200.00
711-11-224	Solid Traffic Stripe, Thermoplastic (18" Yellow)	LF	18	\$ 6.00	\$ 108.00
711-16-101	Solid Traffic Stripe, Thermoplastic (6" White)	GM	0.345	\$ 7,000.00	\$ 2,415.00
711-16-201	Solid Traffic Stripe, Thermoplastic (6" Yellow)	GM	0.292	\$ 7,000.00	\$ 2,044.00
TOTAL BID PRICE					\$ 5,555,505.00

5,560,505.00

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.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
(40) 2000 open cut Trench shield.	LF	2000	2 ⁻	4000 ⁻

TOTAL \$ 4000⁻

SHANE R. COX

Printed Name

Shane R. Cox

Signature

SOUTHEAST Development & Const.

Bidder Name

4/9/19

Date

BID FORM

8/2008

CC-2392-19 – Seminole County 5 Points Connector Road and Stormwater Pond

000110-1

**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:

Southern Development & Construction

Signature:

Shane R. Cox

Printed Name:

SHANE R. COX

Title:

V.P. ESTIMATING

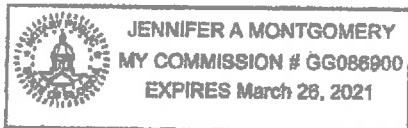
Date:

4-9-19

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 18 day of April, 2019, by Shane Cox of Southern Development & Construction firm), on behalf of the firm. He/She is personally known to me or has produced identification.



Jennifer A. Montgomery
Print Name
Notary Public in and for the County
and State Aforementioned

My commission expires: 3.26.21

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

9/2007

000310-1

CC-2392-19/RTB – Seminole County 5 Points Connector Road and Stormwater Pond