

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 10, 2007

☒ **Consent** ☐ **Regular**
☐ **Public Hearing**

Department: Engineering

Submitted By: ENGINEERING

Submitted For: CONSTRUCTION COORDINATION

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

(A) **Approve** Tender Agreement between Palm Beach County, Carolina Casualty Company, J.W. Cheatham, LLC, and Petro Hydro, Inc., relating to Project 2003600, State Road 80 and Forest Hill Boulevard Intersection Improvements.

(B) A Budget Amendment of \$297,417 in the Road Impact Fee Fund – Zone 3 to recognize a payment from Carolina Casualty Company as surety for Petro Hydro, Inc., and appropriate it to State Road 80 and Forest Hill Boulevard Intersection Improvements as additional cost to complete the project by a substitute contractor.

Summary: In February 2006 Palm Beach County and Petro Hydro, Inc., entered into a contract for Project 2003600 for intersection improvements at State Road 80 and Forest Hill Boulevard. In September 2006, the Board terminated Petro Hydro's rights to complete the work on the project due to their failure to prosecute the work in a manner satisfactory to the County. The parties have negotiated a settlement of the claims made by each of them and, as a result, Carolina Casualty Company is tendering J.W. Cheatham, LLC, as the completing contractor for the project and has provided the County with a check in the amount of \$297,416.12 to cover the increased costs of completing the project.

Background and Justification: In September 2006, the County terminated Petro Hydro, Inc.'s, right to complete the intersection improvement work under the contract that had been awarded in February 2006. This action was taken based on the Engineering Department's recommendation and assessment that Petro Hydro was not pursuing the work in a manner acceptable to the County. Petro Hydro disagreed with, and objected to, the termination. However, to avoid litigation the parties negotiated the settlement represented by this Tender Agreement. As a result, Petro Hydro's surety has acquired J.W. Cheatham, LLC. to be the completing contractor, has negotiated a completion price, and tenders Cheatham as the completing contractor and Carolina Casualty's check in the amount of \$297,416.12 to cover the increased costs of completing the project. The tender agreement binds Cheatham to complete the contract work, obligates Petro Hydro to refrain from bidding on County projects for a period of 2 years, contains releases by and between the County, Carolina Casualty, and Petro Hydro, Inc., and, finally, agrees to treat Petro Hydro's termination as one for convenience rather than as a termination for cause.

Attachments:

1. Tender Agreement (4 copies)
2. Budget Amendment

Recommended by: _____

Michael McConnell

Department

3/21/07

Date

Approved by: _____

Ray T. Webb

County Engineer

3/21/07

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$297,417</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u><\$297,417></u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____

No X

Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 3

SR 80 & Forest Hill Intersection Imp.

Reimbursed Expenses-Other/Road & Street Improvements

C. Departmental Fiscal Review: R. D. Ward 2/21/07

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 3-28-07
OFMB
3/24/07
3/27/07

[Signature] 4/13/07
Contract Dev. and Control
4/13/07 This Tender Agreement
resolves the issues
with the original
contractor and its
surety.

B. Approved as to Form and Legal Sufficiency:

[Signature] 4/4/07
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

TENDER AGREEMENT

S.M.M. **THIS TENDER AGREEMENT** (hereinafter Agreement) made this ____ day of February, 2007 by and among Palm Beach County as OBLIGEE (hereinafter "Palm Beach County"), J. W. Cheatham, ^{LLC} as COMPLETION CONTRACTOR (hereinafter "Completion Contractor") and Carolina Casualty Insurance Company as SURETY (hereinafter "Surety" or "Carolina") and Petro Hydro, Inc. as PRINCIPAL (hereinafter "Petro Hydro").

WHEREAS, on or about February 3, 2006 OBLIGEE entered into a contract with Petro Hydro for Project Number 2003600 State Road 80 and Forest Hill Boulevard Intersection Improvements (hereinafter "Project No. 2003600"), which is made a part hereof by reference together with all documents and plans referred to therein; and,

WHEREAS, Carolina, as surety, on behalf of Petro Hydro, executed and delivered to Palm Beach County a performance bond No. 0111397 (hereinafter the "Petro Hydro Performance Bond") and a labor and material payment bond No. 0111397 (hereinafter the "Petro Hydro Payment Bond") in favor of Palm Beach County, as Obligee, in connection with Project No. 2003600; and,

WHEREAS, Palm Beach County declared Petro Hydro in default of its contract for Project No. 2003600 by its notice of default and termination dated September 20, 2006; and,

WHEREAS, Petro Hydro denies that it is in default of its contract for Project No. 2003600 and contests Palm Beach County's termination for default; and,

WHEREAS, Palm Beach County has called upon Carolina, as the performance bond surety, to satisfy its obligations to Palm Beach County under the Petro Hydro Performance Bond; and,

WHEREAS, Palm Beach County and Carolina have agreed to a complete and final resolution of the obligations of Carolina under the Petro Hydro Performance Bond pursuant to which Carolina has procured and hereby tenders Completion Contractor to PALM BEACH COUNTY to perform Project No. 2003600; and

WHEREAS, Palm Beach County accepts Completion Contractor to perform Project No. 2003600; and,

WHEREAS, Completion Contractor has agreed, subject to Paragraph 6 hereof, to fully and faithfully perform and complete and to assume the obligations of Project No. 2003600 and of Carolina under the Petro Hydro Performance Bond by agreeing to enter into this Agreement with Palm Beach County and Carolina; and,

WHEREAS, Palm Beach County and Completion Contractor agree to modify the terms of Project No. 2003600 to reflect that: (i) the new contract price is the Relet Contract Price set forth in paragraph 4 below, subject to adjustments for increases or decreases for actual quantities, for amounts required under Paragraph 6 hereof and by any change orders to Project No. 2003600 hereafter executed by Palm Beach County and Completion Contractor, (ii) Palm Beach County and Completion Contractor are bound by the

S.M.M. 

Schedule of Items and Line Item Values set forth in Exhibit 'A' attached hereto and (iii) the time for completion of Project No. 2003600 is extended as provided in Paragraph 6 hereof; and,

WHEREAS, Petro Hydro has agreed not to bid any projects let by Palm Beach County for a period of two years from the date of this Agreement, and Palm Beach County has agreed to convert the Termination for a Default to a Termination for Convenience.

NOW THEREFORE, in consideration of the promises made herein and other good and valuable consideration, Palm Beach County, Completion Contractor, Carolina, and Petro Hydro hereby mutually agree as follows:


1. Precatory Clauses: The precatory (Whereas) clauses above are made part of this Agreement as if fully set forth herein.

2. Project No. 2003600 Accounting: Palm Beach County, Carolina, Petro Hydro and Completion Contractor acknowledge that as of the date of this Agreement:

- (a) The present authorized amount of Project No. 2003600, including all approved change orders to date is \$1,593,340.50 including contingencies; and,
- (b) To date Petro Hydro has been paid \$4,561.62 for work performed on Project No. 2003600; and,
- (c) Carolina, as part of the settlement payment to Palm Beach County to be made simultaneous with the execution of this Agreement, shall pay Palm Beach County \$297,416.12 representing the amount of funds necessary to provide funds for the Relet Contract Price (hereinafter defined);
- (d) The "Remaining Contract Balance" shall be hereinafter defined as \$1,886,195.00 [subsection (a) minus subsection (b) plus subsection (c)]. The Remaining Contract Balance may be increased or decreased, as appropriate, as a result of quantity adjustments, amounts required under Paragraph 6 hereof, and/or as a result of any change (work) orders that are obtained or made after the date of the execution of this Agreement

3. Performance of Contract: Completion Contractor hereby agrees to fully and faithfully perform and complete all work identified in Project No. 2003600. Project No. 2003600, which, for purposes of this Agreement, shall be deemed to include the Contract, the Schedule of Items and Line Item Values attached hereto as Exhibit "A", all Project No. 2003600 documents, plans, and specifications, all obligations, conditions, warranties and guarantees contained therein, as well as all laws, rules and regulations of Federal, State and Municipal authorities having authority over the work to be performed under Project No. 2003600.

4. Relet Contract Price: Completion Contractor agrees to perform all of the work required by Project No. 2003600 for, and Palm Beach County agrees to pay Completion Contractor at, the unit prices set forth in Exhibit A hereto (presently totaling \$1,886,195.00), subject to adjustment (i) for increases or decreases in actual quantities, (ii) by change (work) orders to Project No. 2003600 executed by Palm Beach County and Completion Contractor and (iii) by amounts required under Paragraph 6 hereof (the "Relet Contract Price").


S. H. H.

5. Time for the Performance of the Work. Palm Beach County agrees that the time for performance of Project No. 2003600 is hereby extended to the Completion Date as defined herein. Completion Contractor agrees to substantially complete all work in accordance with the terms and conditions of Project No. 2003600 on or before

_____ and to complete all work in accordance with the terms and conditions of Project No. 2003600 by _____. Time is of the essence. Palm Beach County acknowledges that it has been compensated by Carolina for all claims for liquidated damages and other damages through the Completion date. Subject to time extensions that may hereafter be allowed as provided under the terms of Project No. 2003600 and this Agreement with respect to the work to be performed by Completion Contractor hereunder, if Completion Contractor fails to achieve full completion and acceptance of all work in accordance with Project No. 2003600 by the Completion Date, Completion Contractor shall be liable to and shall pay to Palm Beach County liquidated damages as specified in the contract documents for Project No. 2003600.

6. Latent Defects and Warranties. Completion Contractor agrees to perform all warranty work and latent defective work with respect to the work performed by Petro Hydro. Completion Contractor shall be entitled to additional payment for the performance of latent defective work as provided herein. For purposes of compensating Completion Contractor for the correction of latent defects in the work performed by Petro Hydro, the terms "latent defects," "latent defective work" or "latently defective work" shall mean only that work previously performed by Petro Hydro, which work is found, subsequent to the date of this Tender Agreement, to have been performed by Petro Hydro in a manner that is not in conformance with Project No. 2003600 Documents and which work was not known by Palm Beach County, its engineers and consultants and disclosed to Completion Contractor (prior to the execution of this Tender Agreement) to have been defectively performed by Petro Hydro, and could not reasonably have been discovered by Completion Contractor through an inspection of the work, the bid documents provided, Project No. 2003600 Documents or any other document made available to Completion Contractor before the execution of this Tender Agreement. For purposes of this Agreement, no such latent defects, latent defective work, or latently defective work have been disclosed to the Completion Contractor by Palm Beach County or its engineers or consultants. In the event that Completion Contractor encounters a latent defect in the work performed by Petro Hydro, it shall immediately notify Palm Beach County of such defect, and shall perform no work to correct such defect (unless in an emergency) without prior written authorization of Palm Beach County and an agreement with Palm Beach County on an appropriate extension of time (if applicable) and additional compensation (if applicable). Palm Beach County agrees to compensate Completion Contractor for the performance of warranty work performed on work previously performed by Petro Hydro and for the correction of latent defective work previously performed by Petro Hydro either at a lump sum price agreed upon between Palm Beach County and Completion Contractor in writing, or, at the unit prices contained in Exhibit A attached hereto. In no event shall Completion Contractor be entitled to additional compensation or additional time for the correction of any work that it performs defectively. Palm Beach County shall immediately notify Carolina of any alleged latent defects in work performed by Petro Hydro, and Carolina shall have five (5) days to undertake to correct such latent defects unless an emergency or the cost of such correction does not exceed \$5,000. If Carolina

does not correct latent defects to work performed by Petro Hydro, or if repairs are made as the result of an emergency or if the cost of such correction does not exceed \$5,000, then it shall reimburse Palm Beach County for payments to the Completion Contractor at the unit prices contained in Exhibit A attached hereto or a lump sum price which is fair and reasonable for such corrective work as set forth above.

7. Progress Payments: Palm Beach County agrees to pay Completion Contractor, at the unit prices set forth in Exhibit A hereto (subject to adjustment for increases or decreases in actual quantities, any amounts due under Paragraph 6 hereof and by any work orders to Project No. 2003600 executed by Palm Beach County and Completion Contractor) the Relet Contract Price in accordance with the terms of Project No. 2003600. Completion Contractor agrees to look solely to Palm Beach County for the payment of the Relet Contract Price and hereby releases and forever discharges Carolina and Petro Hydro from any obligations to pay same.

8. Completion Contractor's Assumption of Contract Obligations: Completion Contractor acknowledges and agrees that from and after the date of this Agreement, it assumes all obligations to Palm Beach County of Petro Hydro and Carolina under Project No. 2003600 and the Petro Hydro Performance Bond with the exception of those obligations expressly retained by Petro Hydro and Carolina in this Agreement, and liabilities for

Personal injury or death
S.M.M.

9. Carolina's Settlement Payment to Palm Beach County: Simultaneous with the execution of this agreement, Carolina shall pay to Palm Beach County \$297,416.12 in full and final settlement of all claims of Palm Beach County against Carolina arising out of or in any way related to Project No. 2003600 and the Petro Hydro Performance Bond. Such amount represents the amount set forth in Paragraph 2(d) hereof and is in release of all other claims of Palm Beach County including, but not limited to, any claim it may have for the costs of correction of defective work (subject to paragraph 6 above), additional engineering costs, claims for lost revenue, interest on bonds, liquidated damages, and the like.

10. Stored Materials: All materials stored on site are the property of Completion Contractor.

11. Mutual Release Between Palm Beach County and Carolina: In consideration of the payment made by Carolina to Palm Beach County and in consideration of Palm Beach County entering into this Agreement, the sufficiency of all of said consideration being stipulated, and except as provided in paragraph 6 above, Palm Beach County, for itself, its successors and assigns, and Carolina, for itself, its successors and assigns, do, by these presents, hereby unconditionally release, acquit and forever discharge each other, their agents, successors and assigns, from any and all claims, demands, rights, obligations and/or causes of action of whatever kind or nature, whether known or unknown, under or arising out of Project No. 2003600 and the Petro Hydro Performance Bond and the Petro Hydro Payment Bond, including, without limitation, claims for the performance or completion of any work under Project No. 2003600, claims for warranties, guarantees, maintenance obligations, legal, design, architectural and other professional fees and costs, liquidated and other delay damages and damages of any kind or nature, that either Palm Beach County or Carolina have now or may ever in the future

S.M.M.

have against each other arising out of or related to Project No. 2003600 or the Petro Hydro Performance Bond and the Petro Hydro Payment Bond with the exception of those rights and obligations expressly set forth in this Agreement. Nothing contained herein shall operate or be construed to be a waiver, release or relinquishment of any claims or rights that Carolina and Petro Hydro have or may have against each other, as well as their successors or assigns, arising out of Project No. 2003600, all of which are specifically preserved for the benefit of Carolina and Petro Hydro.

12. Mutual Release Between Palm Beach County and Petro Hydro: In consideration of Palm Beach County and Petro Hydro entering into this Agreement, the sufficiency of all of said consideration being stipulated, Palm Beach County, for itself, its successors and assigns, and Petro Hydro, for itself, its successors and assigns, do, by these presents, hereby unconditionally release, acquit and forever discharge each other, their agents, successors and assigns, from any and all claims, demands, rights, obligations and/or causes of action of whatever kind or nature, whether known or unknown, under or arising out of Project No. 2003600 and the Petro Hydro Performance Bond and the Petro Hydro Payment Bond, including, without limitation, claims for the performance or completion of any work under Project No. 2003600, claims for warranties, guarantees, maintenance obligations, legal, design, architectural and other professional fees and costs, liquidated and other delay damages and damages of any kind or nature, that either Palm Beach County or Petro Hydro have now or may ever in the future have against each other arising out of or related to Project No. 2003600 or the Petro Hydro Performance Bond and the Petro Hydro Payment Bond with the exception of those rights and obligations expressly set forth in this Agreement. Nothing contained herein shall operate or be construed to be a waiver, release or relinquishment of any claims or rights that Carolina and Petro Hydro have or may have against each other, as well as their successors or assigns, arising out of Project No. 2003600, all of which are specifically preserved for the benefit of Carolina and Petro Hydro.

13. Completion Contractor Release: Except as provided in Paragraph 13 hereof, in consideration of the mutual promises made by the parties hereto, the sufficiency of all of said consideration being stipulated, Completion Contractor, for itself, its successors and assigns, does, by these presents, hereby unconditionally release, acquit and forever discharge Carolina and Petro Hydro, as well as their agents, successors and assigns, from any and all claims, demands, rights, obligations and/or causes of action of whatever kind or nature, whether known or unknown, including, without limitation, claims under or arising out of Project No. 2003600, the Contract between Palm Beach County and Petro Hydro, Petro Hydro Performance Bond and the Petro Hydro Payment Bond and this Agreement.

14. Continuing Obligation of Petro Hydro to Unpaid Subcontractors and Suppliers of Petro Hydro: Notwithstanding any general language to the contrary, it is specifically agreed that nothing contained herein shall release Petro Hydro from any obligations it may have to pay its supplier and subcontractors or under the Petro Hydro Payment Bond in the performance of Project No. 2003600 prior to the date hereof. Nothing herein contained shall be deemed a waiver Petro Hydro's rights or defenses as to any party, nor shall it be deemed an admission by Petro Hydro that any labor or materials or supplies

were provided by any person or entity in connection with Project No. 2003600 for which payment is due.

15. Continuing Obligation of Carolina to Unpaid Subcontractors and Suppliers of Petro Hydro: Notwithstanding any general language to the contrary, it is specifically agreed that nothing contained herein shall release Carolina from any obligations it may have under the Petro Hydro Payment Bond only for the payment of outstanding and unpaid amounts (if any) properly due under the Petro Hydro Payment Bond to subcontractors and suppliers for labor and/or material supplied by them to Petro Hydro in the performance of Project No. 2003600 prior to the date hereof. Nothing herein contained shall be deemed a waiver of the amount of the Petro Hydro Payment Bond or of Carolina's rights or defenses under the Petro Hydro Payment Bond as to any party, nor shall it be deemed an admission by Carolina that any labor or materials or supplies were provided by any person or entity in connection with Project No. 2003600.

16. Conversion of the Termination for Default to Termination for Convenience: In further consideration of the mutual promises contained in this Agreement Palm Beach County hereby rescinds and withdraws its declaration that Petro Hydro was or is in default of its contract to perform Project No. 2003600 and agrees that the termination of the contract was and is for the convenience of Palm Beach County. This will be noted in the records of Palm Beach County.

17. Petro Hydro not to bid work for Palm Beach County: In further consideration of the mutual promises contained in this Agreement Petro Hydro agrees that it will not bid on any contracts put out for public bidding by Palm Beach County for a period of two years from the date of this Agreement without any admission of fault or liability.

18. Contract Bond and Insurance Certificates Required of Completion Contractor: Simultaneous with the execution of this Agreement, Completion Contractor shall deliver to Palm Beach County a performance bond and a labor and material payment bond executed by a surety company acceptable to Palm Beach County, in the form required by Project No. 2003600 and in the amount of the Relet Contract Price, and shall deliver all other Certificates of Insurance and Certifications required by Project No. 2003600

19. Notice to Proceed to Completion Contractor: The parties hereto agree that Palm Beach County shall, after receipt of the bonds and certificates of insurance required by Paragraph 19 hereof, issue the notice to proceed hereunder to Completion Contractor in accordance with Project No. 2003600. The parties further agree that, from and after the date of this Agreement, Completion Contractor shall be responsible for the performance of Project No. 2003600 and that Palm Beach County shall look solely to Completion Contractor or its surety for the performance of Project No. 2003600

20. No Modification: This Agreement may not be modified unless in writing and executed by the parties hereto.

21. Choice of Law: This Agreement and any dispute of any nature, any claim or any suit arising out of either this Agreement or Project No. 2003600 shall be governed by the laws of the State of Florida in every respect.

22. Construction and Interpretation of Agreement: The language in all parts of this Agreement shall in all cases be construed simply, as a whole, and in accordance with its

fair meaning and not strictly for or against any party The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation and that each party has been given the opportunity to independently review this Agreement with legal counsel. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, it shall not be construed strictly for or against any party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above, and each o the undersigned personally represent and warrant that they have the full right, power and authority to execute this Agreement on behalf of the respective parties.

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners
By: _____ Deputy Clerk	By: _____ Addie L. Green, Chairperson
	Date: _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	APPROVED AS TO TERMS AND CONDITIONS:
By: _____ County Attorney	By: _____ County Engineer

Carolina Casualty Insurance Company

J. W. Cheatham, Inc. LLC.

S.M.M

By: [Signature]
Assistant Secretary
Title

By: S. M. Mousk
V. P.
Title

Petro Hydro, Inc.

By: [Signature]
President
Title

[Signature]
S.M.M

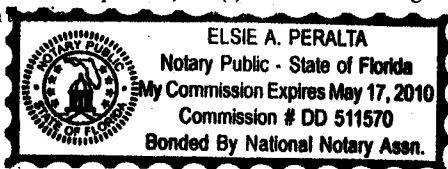
State of
County of

On this _____ day of February, 2007, before me personally appeared _____, who being by me duly sworn did depose and say that (s)he is the Chairperson of the Board of County Commissioners, of Palm Beach County, the political subdivision of the State of Florida named in the foregoing instrument, that (s)he executed the foregoing instrument on behalf of the Board of Commissioners with full authority to do so from the County Board of Commissioners, that (s)he executed the foregoing instrument on behalf of the County Board of Commissioners for the uses and purposes set forth therein.

Notary Public

State of FLORIDA
County of Miami-Dade

On this 6th day of February, 2007, before me personally appeared ORLANDO GARCIA, who being by me duly sworn did depose and say that (s)he is the PRESIDENT, of Petro Hydro, Inc. the Corporation named in the foregoing instrument, that (s)he executed the foregoing instrument on behalf of the Corporation with full authority to do so from the Board of Directors of the Corporation, that (s)he executed the foregoing instrument on behalf of the Corporation for the uses and purposes set forth therein.



Elsie A. Peralta
Notary Public

State of
County of

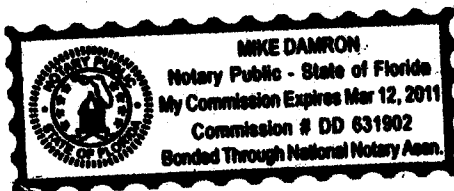
On this 8th day of February, 2007, before me personally appeared JOHN BEERS, who being by me duly sworn did depose and say that (s)he is the Vf, of Carolina Casualty Insurance Company the Corporation named in the foregoing instrument, that (s)he executed the foregoing instrument on behalf of the Corporation with full authority to do so from the Board of Directors of the Corporation, that (s)he executed the foregoing instrument on behalf of the Corporation for the uses and purposes set forth therein.

DEBORAH SCHADE
Notary Public of New Jersey
My Commission Expires May 17, 2007

Deborah Schade
Notary Public

State of
County of

On this 16 day of March, 2007, before me personally appeared Sayed M. Moussavi, who being by me duly sworn did depose and say that (s)he is the Vice President, of J. W. Cheatham, Inc. the Corporation named in the foregoing instrument, that (s)he executed the foregoing instrument on behalf of the Corporation with full authority to do so from the Board of Directors of the Corporation, that (s)he executed the foregoing instrument on behalf of the Corporation for the uses and purposes set forth therein.



Mike Damron
Notary Public

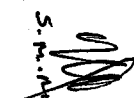
S. H. M.

EXHIBIT A

Palm Beach County No. 2003600 S.R. 80 (Southern Blvd.) & Forest Hill Blvd.

	Item	Qty.	Units	J. W. Cheatham		
				Unit Price	Amount	Credit for W.I.P. Adjusted Bid
1	Mobilization	1	LS	\$176,226.00	\$176,226.00	\$0.00 \$176,226.00
2	Maintenance of traffic	1	LS	\$127,834.00	\$127,834.00	\$2,173.00 \$125,661.00
3	Temporary Traffic Control Plans	1	LS	\$1,000.00	\$1,000.00	\$17.00 \$983.00
4	NPDES Compliance	1	LS	\$15,000.00	\$15,000.00	\$255.00 \$14,745.00
5	Floating Turbidity Barrier	50	LF	\$20.00	\$1,000.00	\$800.00 \$200.00
6	Clearing & Grubbing	1	LS	\$129,760.00	\$129,760.00	\$19,464.00 \$110,296.00
7	Regular Excavation	1902	CY	\$25.00	\$47,550.00	\$0.00 \$47,550.00
8	Embankment (Compacted In Place)	2142	CY	\$25.00	\$53,550.00	\$3,750.00 \$49,800.00
9	12" Compacted Subgrade	5497	SY	\$5.00	\$27,485.00	\$0.00 \$27,485.00
10	Type B-12.5 Asphalt Base (7.5") W/RC-70 Tack Coat	4616	SY	\$48.50	\$223,876.00	\$0.00 \$223,876.00
11	Type Superpave Asphaltic Concrete (Overbuild)	2661	TN	\$113.00	\$300,693.00	\$0.00 \$300,693.00
12	Type Superpave Asphaltic Concrete (2")	4616	SY	\$12.50	\$57,700.00	\$0.00 \$57,700.00
13	Asphaltic Concrete Friction Course Type FC-6	16485	SY	\$9.70	\$159,904.50	\$0.00 \$159,904.50
14	Miscellaneous Asphalt Pavement (200 LB/SY)	44	TN	\$250.00	\$11,000.00	\$0.00 \$11,000.00
15	Mill Exist. Asphalt Pavement	12748	SY	\$3.00	\$38,244.00	\$0.00 \$38,244.00
16	Concrete Ditch Pavement	541	SY	\$48.50	\$26,238.50	\$0.00 \$26,238.50
17	Control Structures	1	EA	\$6,635.00	\$6,635.00	\$0.00 \$6,635.00
18	Inlets (Curb) (Type P-6)	1	EA	\$3,977.00	\$3,977.00	\$0.00 \$3,977.00
19	Inlets (Closed Flume) (Type I)	5	EA	\$3,060.00	\$15,300.00	\$0.00 \$15,300.00
20	Inlets (Closed Flume) (Type II)	6	EA	\$6,000.00	\$36,000.00	\$0.00 \$36,000.00
21	Manhole (Type P-7) (Partial)	1	EA	\$1,852.00	\$1,852.00	\$0.00 \$1,852.00
22	Manhole (Type J-7) (Partial)	2	EA	\$2,205.00	\$4,410.00	\$0.00 \$4,410.00
23	Manhole (Type P-8)	2	EA	\$4,194.00	\$8,388.00	\$0.00 \$8,388.00
24	Adjust Inlets	1	EA	\$1,786.00	\$1,786.00	\$0.00 \$1,786.00
25	Adjust Manholes	1	EA	\$575.00	\$575.00	\$0.00 \$575.00
26	Concrete Pipe Culvert (18")	121	LF	\$102.00	\$12,342.00	\$0.00 \$12,342.00
27	Concrete Pipe Culvert (24")	14	LF	\$128.00	\$1,792.00	\$0.00 \$1,792.00
28	Trench Safety Compliance (30" or less)	135	LF	\$6.00	\$810.00	\$0.00 \$810.00
29	Side Drain Mitered End Section Round (18")	3	LF	\$1,530.00	\$4,590.00	\$0.00 \$4,590.00
30	Concrete Curb & Gutter	6984	LF	\$26.00	\$181,584.00	\$0.00 \$181,584.00
31	Concrete Sidewalk	1130	SY	\$42.00	\$47,460.00	\$0.00 \$47,460.00
32	Guardrail (Roadway)	1300	LF	\$35.00	\$45,500.00	\$0.00 \$45,500.00
33	Special Guardrail Posts	6	EA	\$252.00	\$1,512.00	\$0.00 \$1,512.00
34	Encased Guardrail Posts	29	EA	\$260.00	\$7,540.00	\$0.00 \$7,540.00
35	End Anchorage Assemblies (Type II)	2	EA	\$900.00	\$1,800.00	\$0.00 \$1,800.00

S.M.N.



Palm Beach County No. 2003600 S.R. 80 (Southern Blvd.) & Forest Hill Blvd.

	Item	Qty.	Units	J. W. Cheatham		
				Unit Price	Amount	Credit for W.I.P. Adjusted Bid
36	End Anchorage Assemblies (Type ET 2000)	1	EA	\$3,750.00	\$3,750.00	\$0.00 \$3,750.00
37	Sodding	8935	SY	\$5.00	\$44,675.00	\$0.00 \$44,675.00
38	Storm Sewer Pumping (Existing) (24" or Less)	618	LF	\$12.00	\$7,416.00	\$0.00 \$7,416.00
39	Irrigation Sleeve (6" PVC Sch 80) (Directional Bore)	104	LF	\$45.00	\$4,680.00	\$0.00 \$4,680.00
40	Irrigaiont Sleeve (6" PVC Sch 80)	450	LF	\$30.00	\$13,500.00	\$0.00 \$13,500.00
41	Two 2" PVC Conduits (Sch 40) (PBC Traffic)	1467	LF	\$11.00	\$16,137.00	\$15,444.00 \$693.00
42	Pull Boxes (17x30x12) Traffic	2	EA	\$1,400.00	\$2,800.00	\$0.00 \$2,800.00
43	Pull Boxes (30x48x12) Traffic	1	EA	\$3,320.00	\$3,320.00	\$0.00 \$3,320.00
44	2" PVC Conduits (Sch 40) (FDOT UG Lighting)	0	If	\$11.00	\$0.00	\$0.00 \$0.00
45	Lighting Pull Boxes (FDOT) W/Concrete slab	0	EA	\$1,180.00	\$0.00	\$0.00 \$0.00
46	Lighting Pull Boxes (FDOT)	0	EA	\$400.00	\$0.00	\$0.00 \$0.00
47	Directional Bore (.6") (FDOT Lighting)	0	LF	\$25.00	\$0.00	\$0.00 \$0.00
48	Engraving of Curb Face	8	EA	\$250.00	\$2,000.00	\$0.00 \$2,000.00
49	SFWMD Permit Certification	1	LS	\$1,000.00	\$1,000.00	\$1,000.00 \$0.00
50	CCTV Inspection	1	LS	\$3,100.00	\$3,100.00	\$0.00 \$3,100.00
51	Record Drawings	1	LS	\$1,000.00	\$1,000.00	\$0.00 \$1,000.00
	Subtotal				\$1,884,292.00	\$42,903.00 \$1,841,389.00
	Contingency Items					
52	Inlets (Curb) (Type J-6)	1	EA	\$7,660.00	\$7,660.00	\$0.00 \$7,660.00
53	Manhole (Type J-8)	1	EA	\$6,630.00	\$6,630.00	\$0.00 \$6,630.00
54	Storm Sewer Cleaning (Existing)	618	LF	\$12.00	\$7,416.00	\$0.00 \$7,416.00
55	Class 1 Concrete (Miscellaneous)	10	CY	\$500.00	\$5,000.00	\$0.00 \$5,000.00
56	Support Buried Telecommunications Cable	100	LF	\$13.00	\$1,300.00	\$0.00 \$1,300.00
57	Support Telecommunications Duct	100	LF	\$13.00	\$1,300.00	\$0.00 \$1,300.00
58	Flowable Fill	10	Cy	\$150.00	\$1,500.00	\$0.00 \$1,500.00
59	Relocate Existing Street lights	2	EA	\$7,000.00	\$14,000.00	\$0.00 \$14,000.00
	Contingency Items subtotal				\$44,806.00	\$0.00 \$44,806.00
	TOTAL			\$0.00	\$1,929,098.00	\$0.00 \$1,886,195.00

S. M. M.



441 Del Prado Blvd North, Suite 2, Cape Coral Florida 33909

Phone 732-233-7358
Fax 772-618-2381

March 2, 2007

Mr. Steve Cheatham
J.W. Cheatham
7396 Westport Place
West Palm Beach, FL 33413

RE: Principal: Petro Hydro
Obligee: Palm Beach County
Project: SR. 80 and Forrest Hill Blvd.
Bond No.: 0111397

RE: Final Bid Adjustment

Steve,

Pursuant to our telephone conference of March 1, 2007, Carolina Casualty Insurance Company ("Carolina"), as Surety for Petro Hydro, Inc., agrees to issue payment of \$12,500.00 directly to J.W. Cheatham ("Cheatham") as full settlement of all shortfalls in the unit cost schedule previously submitted as Exhibit A of the tender agreement (copy enclosed).

Payment will be issued by Carolina upon receipt of the fully executed tender agreement. Please forward the executed agreement at your earliest convenience.

Sincerely,
Meridian Consulting Group

A handwritten signature in dark ink, appearing to read "D. Nicosia", is written over the typed name.

Dominic S. Nicosia

cc: Michael Hurley
File

Handwritten initials, possibly "MH", in the bottom right corner of the page.

2007-_____

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment

FUND Road Impact Fee – Zone 3

BGRV022107-297
BGEX022107-1079

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/21/07	REMAINING BALANCE
<u>REVENUES</u>								
<u>SR 80 & FOREST HILL INTERSECTION IMP</u>								
3503-361-0991-6943	Reimbursed Expenses-Other	0	0	297,417	0	297,417		
TOTAL RECEIPTS & BALANCES		64,892,575	61,527,309	297,417	0	61,824,726		
<u>EXPENDITURES</u>								
<u>SR 80 & FOREST HILL INTERSECTION IMP</u>								
3503-361-0991-6551	Road & Street Improvements	1,828,171	1,642,770	297,417	0	1,940,187	1,572,649	367,538
TOTAL APPROPRIATIONS & EXPENDITURES		64,892,575	61,527,309	297,417	0	61,824,726		

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of _____

Engineering & Public Works

_____ *R.D. Ward* _____

_____ *2/21/07* _____

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners