

## **CONSTRUCTION CONTRACTS**

### **17. Award CC-0349-06/DRR – Navy Canal / Cameron Ditch Stormwater Facilities to Prime Construction Group, Inc., Orlando (\$2,875,003.00).**

CC-0349-06/DRR will provide all labor, materials, equipment, transportation, coordination and incidentals necessary for the completion of several wet detention ponds, reconfiguring ditches, the restoration of specific areas and the installation of a gabion weir structure. The project has two locations slightly more than one mile apart. Due to the unusual problems encountered working in a flowing water environment, Bidders were asked to submit a constructability plan explaining the means and methods they planned to use on the project. The intent being to ensure the low bidder had a feasible plan that would result in a successful project.

The project was publicly advertised and the County received two (2) responses. The Review Committee consisting of Mark Flomerfelt, P.E., Stormwater Manager; Steve Krug, P.E., Principal Engineer; and Robert Walter, P.E., Principal Engineer, reviewed the responses. Consideration was given to the bid price; the technical proposal submitted detailing the means and methods for constructing this project; qualifications; and experience. The low bidder, Prime Construction Group was found to have an acceptable constructability plan.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Prime Construction Group, Inc., in the amount of \$2,875,003.00. The completion time for this project is one hundred eighty (180) days from issuance of the Notice-To-Proceed by the County.

This is a budgeted project and funds will be available in account numbers 077600.560650 and 077641.560650, CIP# 1927-01 and 077600.560650, CIP #1927-02. Public Works / Roads-Stormwater Division and Fiscal Services / Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement subject to funds being made available through Board approval of a BAR on this agenda.

**B.C.C. - SEMINOLE COUNTY, FL**  
**BID TABULATION SHEET**

BID NUMBER: CC-0349-06/DRR  
 BID TITLE: Navy Canal/Cameron Ditch Stormwater Facility  
 OPENING DATE: January 18, 2006, 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE STATED OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

ITEM DESCRIPTION	Response #1	Response # 2	
		Prime Construction Group, Inc. P.O. Box 590507 Orlando, FL 32859  407 856-8180 PH 407 856-8182 FX	Central Florida Environmental Corporation 740 Florida Central Parkway, Ste. 2032 Longwood, FL 32750  407-834-6115 PH 407-834-6391 FX
Navy Canal	<b>\$1,741,048.00</b>	<b>\$1,836,224.39</b>	
Cameron Ditch	<b>\$1,133,955.00</b>	<b>\$1,725,791.09</b>	
<b>TOTAL AMOUNT OF BID</b>	<b>\$2,875,003.00</b>	<b>\$3,562,015.48</b>	
Bid Bond	Yes	Yes	
Acknowledgement of Addenda	Yes	Yes	
Trench Safety Act	Yes	Yes	
Bidder Information Form	Yes	Yes	
Non-Collusion Affidavit	Yes	Yes	
Non-segregated Facility	Yes	Yes	
American w/Disabilities Act	Yes	Yes	

Opened and Tabulated by D. Reed  
 Posted January 18, 2006 , 4:00 pm EST  
 Evaluation Committee Meeting: January 23, 2006, 10:30 am EST, Lake Jesup Conference Rm, 520 W. Lake Mary Blvd, Sanford, FL  
 Recommendation of Award: TBD  
 BCC award date: TBD

~~DRAFT~~

CONSTRUCTION AGREEMENT (CC-0349-05/DRR)  
NAVY CANAL/CAMERON DITCH STORMWATER FACILITIES

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by and between Prime Construction Group, Inc., duly authorized to  
conduct business in the State of Florida, whose address is  
P.O. Box 590507, Orlando, FL 32859, 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-0349-05/DRR, Navy Canal/Cameron Ditch  
Stormwater Facilities.

The Project for which the Work under the Contract Documents is a  
part is generally described as CC-0349-05/DRR, Navy Canal/Cameron  
Ditch Stormwater Facilities.

**Section 2. Engineer.**

(a) ENGINEER OF RECORD as named in the Contract Documents shall  
mean Camp, Dresser and McKee, Inc., 2301 Maitland Center Parkway,  
Suite 300, Maitland, Florida 32751.

(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 one hundred fifty (150) 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 Two Million Eight Hundred Seventy-Five Thousand Three Dollars and <sup>00</sup>/<sub>100</sub> (\$2,875,003.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: 1) performance of the Work under Central Florida weather conditions; 2) applicable law, licensing, and permitting requirements; 3) the Project site conditions, including but not limited to, subsurface site conditions; 4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

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

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

**Section 5. Payment Procedures.**

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

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

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

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

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then the COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31<sup>st</sup> 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 John Faubert and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

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

governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within ten (10) days of receipt of the complaint from citizens, ENGINEER or the COUNTY. The CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem." Responses and action taken by the CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within ten (10) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the COUNTY to deduct the actual costs of

additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

**Section 8. Contract Documents.** The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents.
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion.
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.
- (t) Supplemental Agreements.

- (u) CONTRACTOR's Waiver of Lien (Partial).
- (v) CONTRACTOR's Waiver of Lien (Final and Complete).
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (x) Consent of Surety to Final Payment.
- (y) Instructions to Bidders.
- (z) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

**Section 9. Liquidated Damages.**

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not

as a penalty, EIGHT HUNDRED EIGHTY-NINE AND NO/100 DOLLARS (\$889.00) 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:**

Roads-Stormwater Division  
520 Lake Mary Blvd., Ste 200  
Sanford, FL 32773

**COPIES TO:**

Camp, Dresser and McKee, Inc.  
2301 Maitland Center Pkwy, Ste 300  
Maitland, FL 32751

**For CONTRACTOR:**

CONTRACTOR's Superintendent

Same as front

**Section 13. Conflict of Interest.**

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

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

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

**Section 14. Material Breaches of Agreement.**

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

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

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

ATTEST:

Prime Construction Group, Inc.

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
Reynolds C. Holiman Vice President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AC/lpk  
11/30/05  
cc-0349

Duplicate

BID FORM

SEMINOLE COUNTY, FLORIDA  
FOR THE CONSTRUCTION OF

PROJECT: Navy Canal/Cameron Ditch Stormwater Facilities  
COUNTY CONTRACT NO. CC-0349-06/DRR

Name of Bidder: Prime Construction Group, Inc.

Mailing Address: P.O. Box 590507, Orlando, FL 32859

Street Address: 1000 Jetstream Drive, Orlando, FL 32824

City/State/Zip: \_\_\_\_\_

Phone Number: ( 407 ) 856-8180

FAX Number: ( 407 ) 856-8182

Contractor License Number: CGC 037504

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.

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](http://www.seminolecountyfl.gov/purchasing)).**

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 NAVY CANAL: \$ 1,541,048.00  
Numbers

TOTAL AMOUNT OF CAMERON DITCH: \$ 1,133,955.00  
Numbers

TOTAL AMOUNT OF BID: \$ 2,875,003.00  
Numbers

*RET*  
TWO MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND THREE DOLLARS  
(IN WORDS)

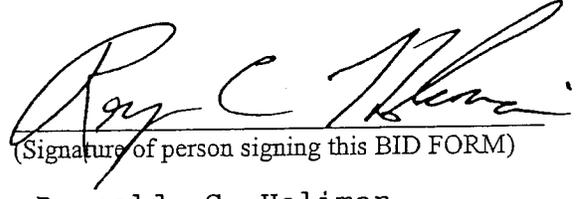
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, 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 (including W-9)
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 18<sup>th</sup> day of Jan, 2006

~~Prime Construction Group, Inc.~~  
(Name of BIDDER)

  
(Signature of person signing this BID FORM)

Reynolds C. Holiman  
(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.

**BID TABULATION**  
**Seminole County**  
**Navy Canal Regional Stormwater Facility**

NO.	ITEM NO.	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
1	101-1*	Mobilization	LS	1	\$ 150,000.00	\$ 150,000.00
2	102-1*	Maintenance of Traffic	LS	1	\$ 2,000.00	\$ 2,000.00
3	104-10-1	Baled Hay or Straw	EA	50	\$ 9.00	\$ 450.00
4	104-11	Floating Turbidity Barrier	LF	100	\$ 6.00	\$ 600.00
5	104-13-1	Silt Fence Staked (Type III)	LF	5400	\$ 1.20	\$ 6,480.00
6	109-71-2*	Field Office	LS	1	\$ 1,500.00	\$ 1,500.00
7	110-1-1	Clearing and Grubbing	AC	2	\$ 70,000.00	\$ 140,000.00
8	120-1	Excavation Regular	CY	12500	\$ 7.00	\$ 87,500.00
9	120-4*	Excavation Subsoil	CY	500	\$ 20.00	\$ 10,000.00
10	120-6	Embankment	CY	6000	\$ 1.00	\$ 6,000.00
11	160-4	Stabilization Type B	SY	320	\$ 7.00	\$ 2,240.00
12	400-2-1*	Concrete Class II (Culverts) * See Note 2 (Please circle one quantity)	CY	(80) 248	\$ 1.00	\$ 80.00
13	410-70-106*	Precast Concrete Box Culvert (10' x 6') * See Note 2 (Please circle one quantity)	LF	(144) 0	\$ 3,000.00	\$ 432,000.00
14	415-1-6*	Reinforcing Steel (Box Culvert) * See Note 2 (Please circle one quantity)	LB	(15140) 25700	\$ 0.60	\$ 9,084.00
15	425-1-589	Inlet Type H (Modified), (Control Structure)	EA	1	\$ 10,000.00	\$ 10,000.00
16	425-2-61	Manhole (P-8, <10')	EA	2	\$ 3,000.00	\$ 6,000.00
17	430-11-329	24" Reinforced Concrete Pipe ( Class III)	LF	971	\$ 50.00	\$ 48,550.00

Add. 2

A

**BID TABULATION**  
**Seminole County**  
**Navy Canal Regional Stormwater Facility**

NO.	ITEM NO.	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
18	430-982-229	Mitered End Section (24" RCP)	EA	2	\$ 1,200.00	\$ 2,400.00
19	440-1-20	Underdrain (Type II)	LF	161	\$ 24.00	\$ 3,864.00
20	455-133*	Steel Sheet Piling (Including Concrete Cap)	SF	2800	\$ 30.00	\$ 84,000.00
21	522-2	Concrete Sidewalk (6" Thick Driveway)	SY	320	\$ 40.00	\$ 12,800.00
22	530-3-4	Riprap (Rubble)	TN	50	\$ 100.00	\$ 5,000.00
23	530-77-1	Gabion Basket (12" Thick)	SY	585	\$ 200.00	\$ 117,000.00
24	530-77-2	Gabion Basket (36" Thick)	CY	2150	\$ 250.00	\$ 537,500.00
25	550-74-2	Resetting Existing Fence	LF	1000	\$ 6.00	\$ 6,000.00
26	575-1-1	Sodding (Bahia)	SY	21000	\$ 2.00	\$ 42,000.00
27	582-2*	Shrubs	PL	300	\$ 36.00	\$ 10,800.00
28	583-3*	Trees	PL	30	\$ 240.00	\$ 7,200.00

TOTAL \$ ~~1,541,048.00~~ **1,741,048.00** *PLD*

- \*NOTE:
1. Excavation Subsoil (Pay Item 120-4) shall be used only as a contingency for excavation under the box culvert and/or gabion structure.
  2. Pay Item 410-70-106 is optional. The concrete box culvert may be precast in lieu of cast-in-place (Pay Item 400-2-1). If a precast box culvert is used the quantities for Pay Items 400-2-1 and 415-1-8 will be reduced accordingly. The concrete quantity for the wingwalls (Pay Item 400-2-1) is 80 CY. The reinforcing steel quantity for the wingwalls (Pay Item 415-1-6) is 15,140 lbs.
  3. The concrete cap shall be included in the cost of the steel sheet piling, Pay Item 455-133.
  4. Shrubs (Pay Item 582-2) and trees (Pay Item 583-3) shall be installed in project area as directed by the property owner.
  5. The Navy Canal Stormwater Facility Project shall be constructed in coordination with the Cameron Ditch Stormwater Facility Project. Therefore, the lump sum price for Mobilization (Pay Item 101-1), Maintenance of Traffic (Pay Item 102-1), and the Field Office (Pay Item 109-71-2) shall be split equally between the two projects.
  6. Bid Tabulation was revised January 9, 2006 per Addendum 1 (Added Pay Item 110-1-1, (No. 7), Clearing and Grubbing)

Add. 2

07

**BID TABULATION**  
**Seminole County**  
**Cameron Ditch Stormwater Facility**

NO.	ITEM NO.	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
1	101-1*	Mobilization	LS	1	\$ <u>150,000.<sup>00</sup></u>	\$ <u>150,000.<sup>00</sup></u>
2	102-1*	Maintenance of Traffic	LS	1	\$ <u>2,000.<sup>00</sup></u>	\$ <u>2,000.<sup>00</sup></u>
3	104-10-1	Hay or Straw, Baled	EA	50	\$ <u>9.<sup>00</sup></u>	\$ <u>450.<sup>00</sup></u>
4	104-13-1	Silt Fence Staked (Type III)	LF	2,500	\$ <u>1.<sup>20</sup></u>	\$ <u>3,000.<sup>00</sup></u>
5	109-71-2*	Field Office	LS	1	\$ <u>1,500.<sup>00</sup></u>	\$ <u>1,500.<sup>00</sup></u>
6	110-1-1	Clearing & Grubbing	AC	8	\$ <u>18,500.<sup>00</sup></u>	\$ <u>148,000.<sup>00</sup></u>
7	120-1	Excavation Regular	CY	27,500	\$ <u>10.<sup>00</sup></u>	\$ <u>275,000.<sup>00</sup></u>
8	120-4*	Excavation Subsoil	CY	1,300	\$ <u>30.<sup>00</sup></u>	\$ <u>39,000.<sup>00</sup></u>
9	120-6	Embankment	CY	18,800	\$ <u>2.<sup>00</sup></u>	\$ <u>37,600.<sup>00</sup></u>
10	160-4	Type B Stabilization	SY	15,500	\$ <u>5.<sup>00</sup></u>	\$ <u>77,500.<sup>00</sup></u>
11	285-711	Optional Base Group (OBG11)	SY	190	\$ <u>30.<sup>00</sup></u>	\$ <u>5,700.<sup>00</sup></u>
12	331-2	Type S Asphaltic Concrete	TN	31	\$ <u>200.<sup>00</sup></u>	\$ <u>6,200.<sup>00</sup></u>
13	337-7-3	Asphaltic Concrete Friction Course	TN	11	\$ <u>200.<sup>00</sup></u>	\$ <u>2,200.<sup>00</sup></u>
14	400-2-11	Concrete Class II (Retaining Walls) (Index 520)	CY	7	\$ <u>500.<sup>00</sup></u>	\$ <u>3,500.<sup>00</sup></u>
15	400-2-1*	Concrete Class II (Culverts) (Index 290) * See Note 5 (Please circle one quantity)	CY	5 38	\$ <u>1,000.<sup>00</sup></u>	\$ <u>5,000.<sup>00</sup></u>
16	400-2-2	Concrete Class II (Endwalls)	CY	17	\$ <u>1,000.<sup>00</sup></u>	\$ <u>17,000.<sup>00</sup></u>
17	410-70-053*	5'x3' Concrete Box Culvert (Class II) Optional * See Note 5 (Please circle one quantity)	LF	52 10	\$ <u>500.<sup>00</sup></u>	\$ <u>26,000.<sup>00</sup></u>

Add. 2

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BID TABULATION  
Seminole County  
Cameron Ditch Stormwater Facility

NO.	ITEM NO.	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
18	415-1-6*	Reinforcing Steel (Box Culvert) * See Note 5 (Please circle one quantity)	LB.	530 / 5,100	0.50	265.00
19	425-1-561	Inlet (Ditch Bottom Type F)	EA	1	4,000.00	4,000.00
20	425-1-589	Inlet (Ditch Bottom Type H Modified)	EA	1	7,000.00	7,000.00
21	425-2-71	Manhole (J-7, <10')	EA	2	11,000.00	22,000.00
22	430-11-325	18" Reinforced Concrete Pipe (Class III)	LF	60	50.00	3,000.00
23	430-11-340	42" Reinforced Concrete Pipe (Class III)	LF	234	130.00	30,420.00
24	430-11-342	54" Reinforced Concrete Pipe (Class III)	LF	270	190.00	51,300.00
25	430-141-105	29"x45" Elliptical Reinforced Concrete Pipe (Class III)	LF	105	130.00	13,650.00
26	430-141-109	38"x60" Elliptical Reinforced Concrete Pipe (Class III)	LF	130	200.00	26,000.00
27	430-982-225	Mitered End Section (18" RCP)	EA	2	1,500.00	3,000.00
28	430-982-240	Mitered End Section (42" RCP)	EA	2	3,300.00	6,600.00
29	430-982-242	Mitered End Section (54" RCP)	EA	2	5,800.00	11,600.00
30	430-982-405	Mitered End Section (29"x45" ERCP)	EA	1	2,800.00	2,800.00
31	524-1-2	Ditch Pavement (4")	SY	1,300	32.00	41,600.00
32	530-3-4	Riprap (Rubble) (Ditch Lining)	TN	190	100.00	19,000.00
33	550-73	Fencing, (Special, Type A, Modified)	LF	1,070	6.00	6,420.00
34	550-73	Fencing, (Special, 5 Wire)	LF	1,230	5.00	6,150.00

Add: 2

7

BID TABULATION  
Seminole County  
Cameron Ditch Stormwater Facility

NO.	ITEM NO.	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
35	550-75-181	Fence Gate (Single, 18' opening)	EA	2	\$ 1,000.00	\$ 2,000.00
36	570-2	Seed & Mulch	SY	15,000	\$ 0.50	\$ 7,500.00
37	575-1-1	Sodding (Bahia)	SY	15,000	\$ 2.00	\$ 30,000.00
38	5800*	Planting	LS	1	\$ 40,000.00	\$ 40,000.00

TOTAL \$ 1,133,955.00

\*NOTE:

1. Reinforcing Steel is included in the quantity of concrete for Pay Item 400-2-11 and 400-2-2.
2. The Cameron Ditch Stormwater Facility Project shall be constructed in coordination with the Navy Canal Stormwater Facility Project. Therefore, the lump sum price for Mobilization (Pay Item 101-1), Maintenance of Traffic (Pay Item 102-1), and the Field Office (Pay Item 109-71-2) shall be split equally between the two projects.
3. See Navy Canal Stormwater Facility Mitigation Plan dated June 2004 for wetland plant sizes.
4. Excavation Subsoil (Pay Item 120-4) shall be used only as a contingency for excavation under the box culvert.
5. Pay Item 410-70-053 is optional. The concrete box culvert may be precast in lieu of cast-in-place (Pay Item 400-2-1). If a precast box culvert is used the quantities for Pay Items 400-2-1 and 415-1-6 will be reduced accordingly. The concrete quantity for the wingwalls (Pay Item 400-2-1) is 5 CY. The reinforcing steel quantity for the wingwalls (Pay Item 415-1-6) is 530 lbs.
6. Bid Tabulation was revised January 9, 2006 per Addendum 2.

Add. 2

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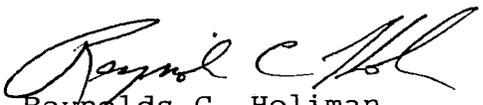
**TRENCH SAFETY ACT (if applicable for this project)**  
**SECTIONS 553.60-553.64, FLORIDA STATUTES**

**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>
Lay back Slopes	CY	1100 <sup>00</sup>	1 <sup>00</sup>	1100 <sup>00</sup>
(Also, PCG owns 10 trench boxes, they will be utilized as needed)				

TOTAL \$ 1100<sup>00</sup>



Reynolds C. Holiman  
Printed Name

Prime Construction Group, Inc.  
Bidder Name

January 18, 2006  
Signature

1 - 18 - 06  
Date

**PRIME CONSTRUCTION GROUP, INC.** CGC037504 CUC056650 QB33325

1000 Jetstream Drive, Orlando, FL 32824  
P.O. Box 590507, Orlando, FL 32859-0507 (Mailing Address)

407-856-8180 PH  
407-856-8182 FX

January 18, 2006

Ms. Diane Reed  
Sr. Contracts Analyst  
Seminole County Purchasing Division  
1101 E. First Street  
Sanford, Florida 32771

RE: **Dewatering & Erosion Control**  
**Navy Canal/Cameron Ditch Stormwater Facilities**

Dear Ms. Reed:

The Dewatering will be planned out and handled as follows.

A professional engineer on staff at prime construction group will prepare a formal erosion control and bypass plan for each site, which will be based on the erosion control plan, sheet 6 of Navy canal and sheets 27 and 28 of Cameron ditch.

At the Navy Canal Bypassing of normal flows will be done by the use of a temporary lightweight sheeted dam-wall just upstream of the Box Culvert Gabions and just upstream of the downstream gabion/permanent weir control structure. The water will be diverted through temporary piping around each structure, most likely 36" ADS HDPE pipe.

The top elevation of the 2 temporary walls for the Navy Canal Bypass will be at an elevation of 11 or 12, as agreed on by PCG and the owners engineer, and the invert of the temporary gravity bypass pipe will be at an 8.0. If the water backs up to say a 10.5, that will give a head of 2.5 to 3.5 feet above the flow line. During Storm events, the water will crest over the weir at 11.00 or 12.00 and construction of the Gabions will be stopped until the water recedes.

No turbidity will be generated any greater than what would be expected from a storm event in the canal's current configuration.

The Navy Canal box culvert and upstream gabions will be constructed first, then the downstream control structure. This is because once the permanent sheet wall is in place, it will back water up into the culvert.

On Cameron ditch, the existing flow paths will remain unobstructed while the improvements are being constructed. A temporary culvert will be installed at S-14 to let the flows gravity by during construction if needed.

In the pond area at Cameron, the flows will be allowed to go through until the last activity. The filling of the old farm swale will be the last activity.

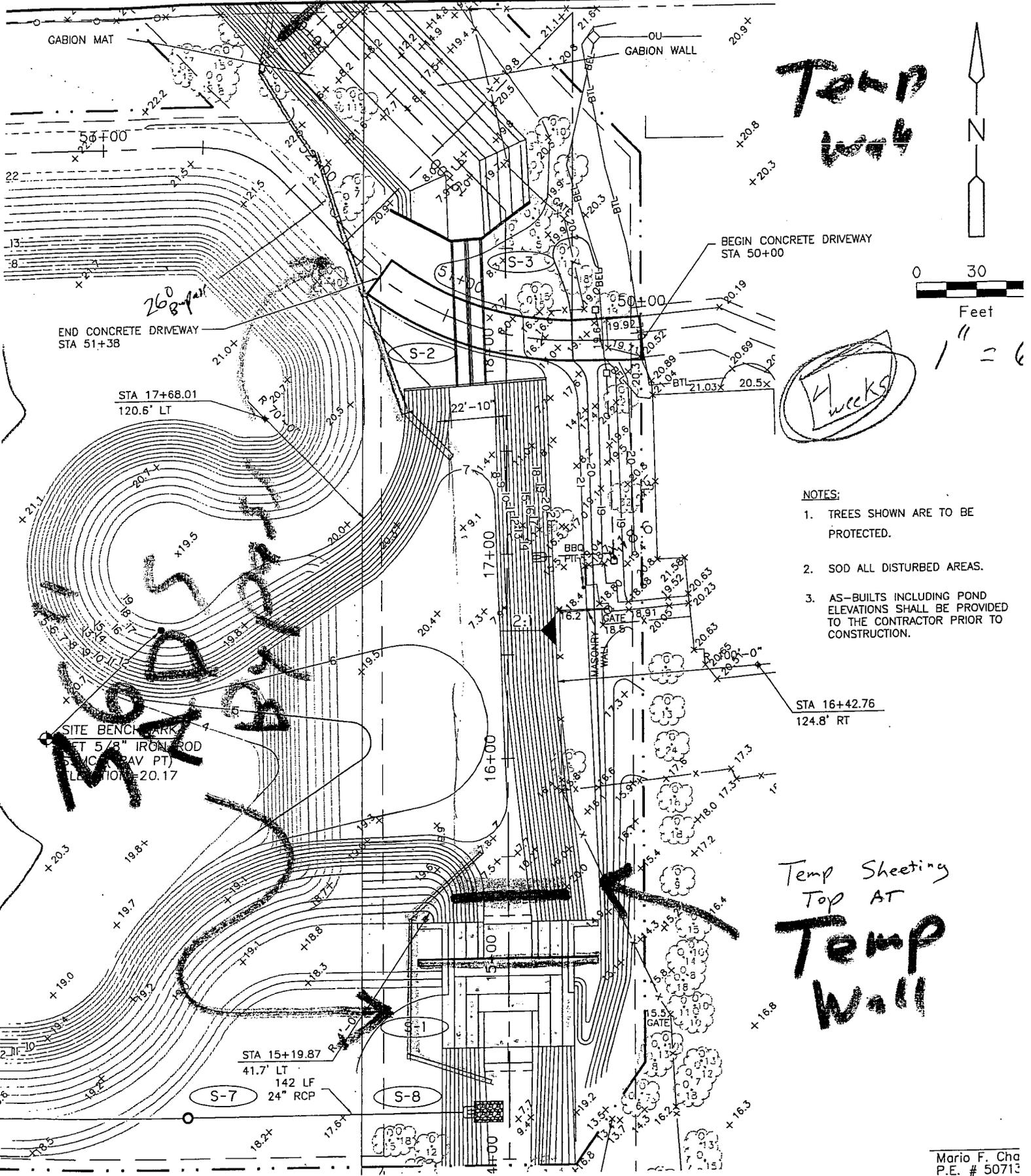
Lastly, on both jobs, pumps will be available out of the PCG fleet as needed when the gravity systems are overloaded or during the switch over to the proposed drainage patterns.

This is a brief overview. We will use logical methods to bypass flows and prevent erosion.

Sincerely,

  
Reynolds C Holiman  
Vice President

14.31 1-13-03



Temp Wall

CHECKS

- NOTES:**
1. TREES SHOWN ARE TO BE PROTECTED.
  2. SOD ALL DISTURBED AREAS.
  3. AS-BUILTS INCLUDING POND ELEVATIONS SHALL BE PROVIDED TO THE CONTRACTOR PRIOR TO CONSTRUCTION.

Temp Sheeting Top AT Temp Wall

McKee Inc.  
11er Parkway  
32751  
32  
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000020

SEMINOLE COUNTY  
FLORIDA  
NAVY CANAL REGIONAL  
STORMWATER FACILITY

POND PLAN  
Mario F. Cha  
P.E. # 50713