

CONSTRUCTION CONTRACTS

15. Award CC-0835-06/BLH – Snow Hill Road Bridge Erosion Control Project to R.J.P. Enterprises, Inc. of Gainesville (\$340,217.00).

CC-0835-06/BLH will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the reconstruction of the existing access road located south of the Snow Hill Road Bridge.

The scope of construction work includes the following: over 800 feet of road access re-grading & re-stabilizing using perforated geoweb system with rock fill as top layer, reshaping of existing ditch and pond, installation and replacement of drainage structures and pipes, installation traffic signs and perimeter fence, and the re-grading and installation of over 80 feet of erosion materials along the south side of the river located under and near the existing bridge structure. Maintenance of traffic in addition to clearing and grubbing are at a minimum.

The project was publicly advertised and the County received five (5) responses.

The third low bidder, American Persian Engineers and Constructors, Inc., filed a protest that the low bidder, R.J.P. Enterprises Inc., did not have the necessary FDOT certification for this job. Upon review by the County's engineering staff, it was determined R.J.P Enterprises, Inc., did have the needed FDOT certification and the protest was dismissed.

The Review Committee consisting of Mark Flomerfelt, P.E., (Principal Engineer- Public Works); Robert Walter, P.E., (Principal Engineer- Public Works); and Roland Raymundo, P.E., (Principal Engineer- Public Works) reviewed the responses. Consideration was given to the bid price, qualifications, and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, R.J.P. Enterprises, Inc. in the amount of \$340,217.00. The completion time for this project is one hundred sixty-five (165) calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project, and funds are available in account number #077641.560650, CIP #00209104. Public Works/Engineering Division and Fiscal Services/ Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

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

BID NUMBER: CC-0835-06/BLH

BID TITLE: **Snow Hill Road Bridge
Erosion Control Project**

OPENING DATE: May 10, 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 ABOVE 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

	Response 1	Response 2	Response 3	Response 4	Response 5
ITEM DESCRIPTION	American Persian Engineers and Constructors, Inc. 4436 Old Winter Garden Rd Orlando, Florida 32811 Jon Hine Vice President Ph. (407) 522-0530 Fx. (407) 532-8332	Cathcart Contracting Company 6972 Aloma Ave Winter Park, Florida 32792 John T. Cathcart CEO Ph. (407) 629-2900 Fx. (407) 677-4212	Central Florida Environmental Corp 740 Florida Central Parkway Suite 2032 Longwood, Florida 32750 David E. Stalow President Ph. (407) 834-6115 Fx. (407) 834-6391	Chesterfield Contracting 601 N. Magnolia Ave. Suite 300 Orlando, Florida 32801 Rene' LaPorte Vice President Ph. (407) 650-9964 Fx. (407) 470-1400	R.J.P. Enterprises, Inc. 1722 NW 80 th Blvd., #50 Gainesville, Florida 32606 Robert J. Polvere President Ph. (352) 333-9595 Fx. (352) 333-9575
Bid Total	\$420,014.70	\$556,312.60	\$546,422.95	\$359,660.00	\$340,217.00
W-9 Form	Yes	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes	Yes
Nonsegregated Facilities	Yes	Yes	Yes	Yes	Yes
Drug Free Workplace	Yes	Yes	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes	Yes	Yes

Opened and Tabulated by:

Bob Hunter

Posted:

05/11/06

Recommendation of Award:

R.J.P. Enterprises, Inc.

Board Date:

June 27, 2006

May 16, 2006

Bob Hunter
Seminole County
Purchasing & Contracts Division
1101 East First Street
Sanford FL, 32771

RE: CC-0835-06/BLH Snow Hill Road Bridge Erosion Control Project

Mr. Hunter,

With reference to the above mentioned project APEC Inc. shall serve this letter as an official protest to the recommendation award made by Seminole County.

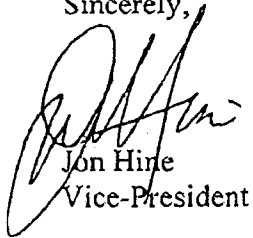
The reason for our protest is based on the fact that contract documents specify that the Contractor shall be FDOT Pre-Qualified in the related categories to the scope of work.

1. Project consists of labor and materials necessary for the **reconstruction of the existing access road** located south of the Snow Hill Road Bridge.
2. The scope of construction work includes the following: **over 800 feet of road access re-grading & re-stabilizing using perforated geoweb system with rock fill as top layer**, reshaping of existing ditch and pond, installation and replacement of drainage structures and pipes, installation traffic signs and perimeter fence, and the re-grading and installation of over 80 feet of erosion materials along the south side of the river located under and near the existing bridge structure. Maintenance of traffic in addition to clearing and grubbing are at a minimum.
3. The County will follow the standard Road & Bridge General Condition requirement that contractors must be FDOT certified, and this requirement will not be waived for this project. Based on the Scope of Work this project falls under Minor Roads.

4. Apparent low bidder R.J.P. is qualified in Drainage Ditch Pavement, Guardrail. Also, their Certification expires on 06/30/2006, which would be during the Contract time. (See attached qualification).
5. We believe that apparent low bidder is non-responsive due to the fact that they are missing Grading, which includes Clearing and Grubbing, Excavation and Embankment.
6. Please find attached a copy of APEC, Inc. Certification where APEC, Inc. is certified in Grading, Drainage, and flexible Paving which includes limerock and other base materials.
7. Therefore, we believe that the apparent low bidder and the next bidder does not meet the County's requirements, and the project should be awarded to APEC, Inc.

Please contact me if you have any question regarding this matter.

Sincerely,



Jon Hine
Vice-President



SEMINOLE COUNTY

**Department of Fiscal Services
Purchasing and Contracts Division**

1101 East First Street, Room 3208

Sanford, FL 32771

Phone: 407-665-7116; Fax: 407-665-7956

FAX: 407-532-8332

May 19, 2006

Mr. Jon Hine
APEC, Inc.
4436 Old Winter Garden Road
Orlando, FL 32811

Subject: Your protest letter dated May 16, 2006, concerning CC-0835-06/BLH;
Snow Hill Road Bridge Erosion Control Project.

Dear Mr. Hine:

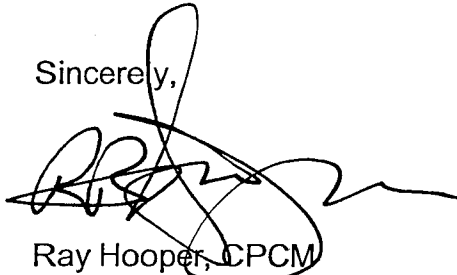
This is in response to your protest letter concerning the subject procurement. In accordance to Section 330.70 of the Seminole County Administrative Code, the following is the Purchasing and Contracts Manager's comments and decision concerning your protest:

- The solicitation for the subject procurement requires FDOT certification without specifying a particular area of certification.
- FDOT has several certifications and the low bidder R.J.P. Enterprises, Inc. is certified by FDOT for Drainage.
- The objective of the scope for this project is the repair and improvement of the existing drainage system and river bank in the project area, which requires installation of drainage and erosion material.
- Since the Bridge and Road already exist, the amount of road work, grading and paving required under this scope is incidental to the project: therefore FDOT certification in this area is not required.
- At time of award we will verify that the recommended firm is still FDOT certified.

Based upon the above, I find that the decision to recommend award to R.J.P. Enterprises, Inc. is proper and their FDOT certification in Drainage is appropriate for the work under this scope. Therefore, it is my decision to reject your protest due to the lack of merit. You may appeal this decision in accordance with Section 330.70 of the Seminole County Code. We appreciate your time and efforts in responding to Seminole County's requirements.

If you have any questions or need further assistance, please contact my office at 407-665-7111.

Sincerely,



Ray Hooper, CPCM
Purchasing and Contracts Manager

cc: Cindy Coto, County Manager
Ann Colby, Assistant County Attorney
Peter Maley, Contracts Supervisor
Lisa Spriggs, Fiscal Services Director
Rolando Raymundo, Principal Engineer, Public Works

Attachment (1): Seminole County Code, Section 330.7, Protests



ARTICLE VII - PROTESTS, APPEALS AND REMEDIES

Sec. 330.70 Protests.

(a) Right to Protest: Only bidders that submit proposals are eligible to submit a protest.

(b) Posting: The Purchasing and Contracts Division shall post a recommendation of award at the location where bids or proposals were or on the County's website.

(c) Protest Submission: A formal written protest must be filed no later than 5:00 p.m., local time, five (5) business days after the posting date of the award recommendation, unless the aggrieved person did not know or could not, with the exercise of diligence, have known of the facts giving rise to the protest prior to any of the aforementioned events. The aggrieved person has the burden to show he or she did not know and could not, with the exercise of diligence, have known of the facts giving rise to the protest. The bidder, offeror or contractor has the responsibility to contact the County and request the award recommendation results. Failure to contact the County for the award recommendation results to determine if a bid protest is warranted is considered lack of due diligence and a protest received after the five (5) business days specified will not be considered.

The formal written protest shall: identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and, specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. The protesting party shall mail a copy of the formal written protest to the recommended awardee and shall provide the Purchasing and Contracts Division with the original letter.

(d) Receipt of Protest: A formal written protest is considered filed with the County when it is received by the Purchasing and Contracts Division. Accordingly, a protest is not timely filed unless it is received by the Purchasing and Contracts Division within the times specified in item (c). Failure to file a formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(e) General: These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with the Seminole County Purchasing Code and the Seminole County Administrative Code applicable to Purchasing.

The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or RFP.

(f) Stay of Procurements During Protests: In the event of a timely protest under this Section, the Purchasing and Contracts Manager shall not proceed further with the solicitation or award of the contract until a written determination is made by the Purchasing and Contracts Manager and approved by the County Manager or until the County Manager makes a determination for the

record that the award of a contract, without delay, is necessary to protect substantial interests of the County.

(g) Authority to Resolve: The Purchasing and Contracts Manager shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision to the protesting party within thirty (30) business days from the date of receipt of the protest.

(h) Appeal Process: The Purchasing and Contracts Manager's decision shall be final and conclusive unless within five (5) business days of receipt of the written decision, the protesting party delivers a written notice of appeal to the Purchasing and Contracts Manager with an Appeal Bond. An advisory appeal committee, comprised of the Purchasing and Contracts Manager or designee and the user Department Director or Division Manager, shall have the authority to review the appeal and make recommendations to the County Manager. The Appeal Committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Purchasing and Contracts Manager should be modified. The Appeal Committee shall render a written recommendation within thirty (30) business days from the date of the written notice of appeal. The formal rules of civil procedure and evidence will not be applied. The Appeal Committee shall render a final written recommendation to the County Manager. The County Manager shall render his or her final written decision within five (5) business days from the date of the recommendation. If no decision is rendered within this time frame then it will be presumed that the County Manager concurs in the Appeal Committee's decision and the decision of the Appeal Committee shall be the final and conclusive administrative action.

(i) Appeal Bond: Any person who files an action appealing a decision shall post with the Purchasing and Contracts Manager at the time of filing the formal written appeal a bond payable to the County in an amount equal to five percent (5%) of the County's estimate of the total contract value or *FIVE THOUSAND AND NO/100 DOLLARS* (\$5,000.00), whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against appellee in the administrative hearing in which the action is brought and in any subsequent appellate court or court proceeding. In lieu of a bond, the County may accept a cashier's or certified check, or money order in the above referenced amount. If, after completion of the administrative hearing process and any court or appellate court proceedings, the County prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person appealing the decision, the bond, cashier's check, or money order shall be returned to him. If the person appealing the decision prevails, he shall recover from the County all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

(j) Reservation of Powers to Settle Actions Pending before the Courts: Nothing in this Section is intended to affect the existing powers of the Board to settle actions pending before the Courts.

Sec. 330.71 Contract claims.

(a) Decision of the Purchasing and Contracts Manager: All claims by a contractor against the County relating to a contract shall be submitted in writing to the Purchasing and Contracts Manager for a decision. Claims include, without limitation, controversies arising under a contract, and those

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CONSTRUCTION SERVICES AGREEMENT (CC-0835-06/BJH)

THIS AGREEMENT is dated as of the ____ day of _____ 20____,
by and between _____, duly authorized to
conduct business in the State of Florida, whose address is
_____, 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-0835-06/BJH - Snow Hill Road Bridge Area
Erosion Control Project.

The Project for which the Work under the Contract Documents is a
part is generally described as CC-0835-06/BJH - Snow Hill Road Bridge
Area Erosion Control Project.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall
mean Keith & Schnars, P.A., 385 CenterPointe Circle, Suite 1303,
Altamonte Springs, Florida 32701.

(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 Public Works Department.

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 fifteen (15) 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 _____ DOLLARS subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

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

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

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then the COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

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

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

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

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

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

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent) and all other Underground

Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the COUNTY, ENGINEER or any agent relating to compliance with the Contract Documents shall

not operate as a waiver by the COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be _____ 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, FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) 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
177 Bush Loop
Sanford, FL 32773

For CONTRACTOR:

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:

, Secretary

By: _____
, 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.

Approved as to form and
legal sufficiency.

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

County Attorney

AC/lpk
4/5/06 4/10/06
CC-0835

BID FORM

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

PROJECT: **Snow Hill Road Bridge Erosion Control Project**
COUNTY CONTRACT NO. **CC-0835-06/BLH**

Name of Bidder: R.J.P. Enterprises, Inc.

Mailing Address: 1722 NW 80th Blvd., #50

Street Address: Same

City/State/Zip: Gainesville, FL 32606

Phone Number: (352) 333-9595

FAX Number: (352) 333-9575

Contractor License Number: CGC1509338

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. N/A through _____, 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

BID FORM

Snow Hill Road Bridge Erosion Control Project

00100-1
CC-0835-06

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

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY. This package can be downloaded free from the County's website <http://www.seminolecountyfl.gov/purchasing> (select Current Procurement), or by calling 407-665-7119. Packages can also be purchased at the County Services Building, Purchasing and Contracts Division, 1101 East First Street, Room 3208, Sanford, Florida 32771.

BID FORM

AGREEMENT TITLE: Snow Hill Road Bridge Erosion Control Project
COUNTY CONTRACT NO.: CC-0835-06/BLH

TO: Board of County Commissioners
Seminole County, Florida

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: \$ 340,217.00
Numbers
Three Hundred Forty Thousand, Two Hundred Seventeen Dollars and
zero cents.
(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.

- Request for Taxpayer Number (W-9)
- Drug-Free Workplace Form

Section 00150 - Trench Safety Act Form

Section 00160 - Bidder Information Forms


Section 00300 - Non-Collusion Affidavit of Bidder Form

Section 00310 - Certification of Nonsegregated Facilities Form

Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 9th day
of May, 2006.

R.J.P. Enterprises, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

Robert J. Polvere
(Printed name of person signing this BID
FORM)

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.



**Snowhill Road Bridge
Erosion Control Project
BID FORM**

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CONTRACT PRICE
101-1	Mobilization (5% Max)	LS	1	16000.00	16,000.00
102-1	Maintenance of Traffic (5% Max)	LS	1	15000.00	15,000.00
102-60	Signs, Work Zone	ED	1620	1.00	1,620.00
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	720	3.00	2,160.00
104-10-1	Hay or Straw, Baled	EA	16	5.00	80.00
104-12	Turbidity Barrier, Staked	LF	270	15.00	4,050.00
104-13-1	Silt Fence, Staked (Type III)	LF	1030	3.00	3,090.00
110-1-1	Clearing and Grubbing (5% Max)	LS	1	14000.00	14,000.00
120-1	Excavation, Regular	CY	663	30.00	19,890.00
120-6	Embankment	CY	319	25.00	7,975.00
125-3	Bedding Material (Select Infill)	CY	298	50.00	14,900.00
142-70	Fill Sand	CY	49	25.00	1,225.00
145	Geosynthetic Reinforced Foundations (GEOWEB)	SY	1741	20.00	34,820.00
160-4	Stabilization, Type B (12")	SY	3035	18.00	54,630.00
425-1-521	Inlets, (DT Bot)(Type C), (<10')	EA	2	4500.00	9,000.00
425-1-549	Modify Inlet (Type D)(Replace Skimmer)	EA	2	450.00	900.00
430-98-121	Mitered End Section (Polyethylene Pipe)(12")	EA	2	500.00	1,000.00
430-98-323	Mitered End Section (CMP Pipe Round) (15")	EA	1	600.00	600.00
430-172-121	Pipe Culvert (Optional Material) (12")	LF	66	38.00	2,508.00
430-172-123	Pipe Culvert (Optional Material) (15" CD)	LF	6	80.00	480.00
530-3-4	RipRap (Rubble)	TN	54.7	75.00	4,102.50
530-76-2	Gabion Mat (9" Thick)	SY	331	225.00	74,475.00
530-78	RipRap (Articulated)	SY	489	75.00	36,675.00
550-2	Fencing, Type B	LF	1040	8.00	8,320.00
550-3-2	Fence Corner Post Assembly (Type B)	EA	2	275.00	550.00
550-5-1	Fence Pull Post Assembly (Type B)(Standard)	EA	2	250.00	500.00
550-6-1	Fence End Post Assembly (Type B)(Standard)	EA	4	225.00	900.00
570-5	Fertilizer	TN	0.10	800.00	80.00
575-1-1	Sod, (Bahia)	SY	2342	3.25	7,611.50
700-40-1	Sign, Single Post (Less than 12)	AS	6	300.00	1,800.00
711-35-181	Traffic Stripe Solid, Thermoplastic (White) (18")	LF	17	75.00	1,275.00

TOTAL BID = 340,217.00

Company Name: R.J.P. Enterprises, Inc.

Date: May 9, 2006

Authorize Signature:

Robert J. Polvere

Printed Name: Robert J. Polvere

BID FORM

Snow Hill Road Bridge Erosion Control Project

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