

27. Award CC-1210-03/BJC – Orange Boulevard Hydraulic Loop Project, to Prime Construction Group, Inc. of Orlando (\$449,458.00).

CC-1210-03/BJC will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of approximately 6000 LF of 12" diameter water main within existing County right-of-way. Construction will also include approximately 410 LF of 12" HDPE directional drill pipe under an existing canal. Contractor will provide all materials and labor for the restoration of the corridor to pre-construction condition and as identified in the construction documents. Contractor will provide all materials, labor and testing for a complete and operational water distribution system.

This project was publicly advertised and the County received four responses. The Review Committee, which consisted of Carol Hunter, Senior Engineer; Chris Reeves, Senior Inspector and J. Dennis Westrick, P.E., PEI Manager, evaluated the submittals. The Review Committee recommends award of the contract to the lowest priced responsive, responsible Bidder, Prime Construction Group, Inc. of Orlando, in the amount of \$449,458.00. The completion time for this project is 120 calendar days from the issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account number 40102-087879-56065000 (Lake Monroe/SR 46/Orange Blvd WM Loop) CIP #DR85612X. Environmental Services Department 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**

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.

BID NUMBER: CC-1210-03/BJC
 BID TITLE: Orange Boulevard Hydraulic Loop
 OPENING DATE: June 4, 2003, 2:00 P.M.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	Prime Construction Group, Inc. PO Box 590507 Orlando, FL 32859-0507 1000 Jetstream Dr. Orlando, FL 32824 Ph. 407 856-8180 Fx. 407-856-8182 Reynolds C. Holiman, VP	Central Florida Environmental 740 Florida Central Pkwy. Longwood, FL 32750 Ph. 407 834-6115 Fx. 407 834-6391 David E. Stalowy, Presid.	Carthcart Contracting Co. 1757 W. Broadway St. #3 Oviedo, FL 32265 Ph. 407 366-1022 Fx. 407 977-8349 John T. Cathcart, Presid.	Gibbs & Register, Inc. 530 S. Main St Winter Garden, FL 34787 Ph. 407 654-6133 Fx. 407 654-6134 John W. Gibbs, Presid.
TOTAL AMOUNT OF BID	\$411,158.00	\$490,586.50	\$506,377.69	\$585,000.00
Total Amount of Alternate "A"	\$1915,00	\$737.35	\$2216.16	\$6457.50
Addenda (2 of 2)	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

Low bidder determined by Total Amount of Bid not including alternate.

Opened and Tabulated by: T. Cummings, CPPB, Posted: 6/5/2003
 Recommendation of Award: TBD
 BCC for award: TBD

Environmental Services

MEMO



Date: June 19, 2003
TO: Amy Pigott
FROM: Carol Hunter *CH*
RE: CC-1210-03/BJC

The evaluation committee for the above listed contract submits a recommendation to award the contract to the most responsive bidder, Prime Construction in amount of \$ 449,458.00 (Base bid \$411,158.00 + \$38,300 bid alternate 20 ea @ \$1915.00).

cc: Project File

AGREEMENT (CC-1210-03/BJC)

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 1000 Jetstream Drive, Orlando, Florida 32824, 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-1203-03/BJC - Orange Boulevard Hydraulic Loop Project.

The Project for which the Work under the Contract Documents is a part is generally described as CC-1203-03/BJC - Orange Boulevard Hydraulic Loop Project.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean HDR Engineering, Inc., Steve Keyes, P.E., 315 E. Robinson Street, Suite 400, Orlando, Florida 32801.

(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 HDR Engineering, Inc., Steve Keyes, P.E., 315 E. Robinson Street, Suite 400, Orlando, Florida 32801.

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 twenty (120) 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 FOUR HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$449,458.00) 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 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: Jim Huddleson 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:

Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, FL 32773

COPIES TO:

HDR Engineering, Inc.
Steve Keyes, P.E.
315 E. Robinson St., Ste. 400
Orlando, FL 32801

For CONTRACTOR:

CONTRACTOR's Superintendent
Prime Construction Group, Inc.
1000 Jetstream Dr.
Orlando, FL 32824

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.

THOMAS M. PERLEY, Secretary

(CORPORATE SEAL)

By: _____
ROY W. SMITH, JR., President

Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, 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
6/23/03
cc-1210

COPY 1

27

BID FORM

PROJECT: ORANGE BOULEVARD HYDRAULIC LOOP
COUNTY CONTRACT NO. CC-1210-03/BJC

Name of Bidder: PRIME CONSTRUCTION GROUP, INC.

Mailing Address: P.O. BOX 590507, ORLANDO, FL 32859-0507

Street Address: 1000 JETSTREAM DR, ORLANDO, FL 32824

City/State/Zip: ORLANDO, FL 32824

Phone Number: (407) 856-8180

FAX Number: (407) 856-8182

Contractor License Number: CGC 037504 CUC 056650

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 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 directly from the COUNTY by purchase.

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID (without Alternate Bid A): 411,158.00
Numbers

FOUR HUNDRED ELEVEN THOUSAND ONE HUNDRED FIFTY EIGHT
DOLLARS AND ZERO CENTS
(IN WORDS)

TOTAL AMOUNT OF ALTERNATE BID A: 1,915.00
Numbers

ONE THOUSAND NINE HUNDRED FIFTEEN 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.
- 5% of Amount of Bid as Bid Security. More details in Bid Documents.
- Section 00150 - Trench Safety Act Form
- Section 00160 - Bidder Information Forms
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00630 - Americans with Disabilities Act Form

Qualifications of Bidder:

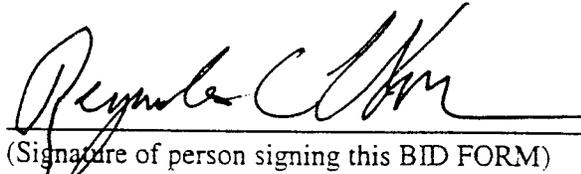
The Bidder shall provide evidence of satisfactory performance on five (5) installations of potable water transmission/distribution piping which have been completed within the last ten (10) years preceding this project. The Bidder shall provide references for said work to include the following criteria:

- a. Name and location of reference project.
- b. Owner or Owner's Representative contact information including phone and fax numbers.
- c. Construction costs specific to reference project.
- d. Evidence of a minimum of 500 LF of directional drill installation of 8" diameter pipe or greater.

In addition, each reference project must demonstrate the Bidder's understanding of pipe flushing and disinfection requirements for placing potable water facilities into service. each reference project shall have been performed in areas with similar soil conditions as those encountered within Central Florida, a minimum of three (3) of the projects must have included dewatering activities for pipe installation, and a minimum of three (3) of the directional drill installation projects must have included pipe, 8" in diameter or greater, under an existing water body (i.e. canal, creek, stream, river, lake, etc.). It will be at COUNTY's discretion to determine "similar soil conditions as those encountered with Central Florida". The information outlined in Items 1 and 2 of this Subsection must be provided in Section 00160 of the Bid Documents.

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 30th day of MAY, 2003.

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 5% 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.

ITEM NUMBER	UNIT	APPROX. QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICES WRITTEN IN WORDS)	UNIT PRICE	AMOUNTS
1	LS	1	MOBILIZATION <u>THIRTY FIVE THOUSAND</u> DOLLARS <u>N0</u> CENTS	35,000. ⁰⁰	35,000. ⁰⁰
2	LS	1	MAINTENANCE OF TRAFFIC <u>FIFTEEN THOUSAND</u> DOLLARS <u>N0</u> CENTS	15,000. ⁰⁰	15,000. ⁰⁰
3	LF	1629	SILT FENCE STAKED (TYPE IIP) <u>TWO</u> DOLLARS <u>N0</u> CENTS	2. ⁰⁰	3,258. ⁰⁰
4	LS	1	CLEARING AND GRUBBING <u>TWENTY THOUSAND</u> DOLLARS <u>N0</u> CENTS	20,000. ⁰⁰	20,000. ⁰⁰
5	CY	1	FILL GRAVEL <u>SIXTY</u> DOLLARS <u>N0</u> CENTS	60. ⁰⁰	60. ⁰⁰
6	SY	14	DITCH PAVT CONC (4") <u>FOURTY FIVE</u> DOLLARS <u>N0</u> CENTS	45. ⁰⁰	630. ⁰⁰
8	LF	92	SIDE DRAIN PIPE (30") RCP <u>EIGHTY</u> DOLLARS <u>N0</u> CENTS	80. ⁰⁰	7,360. ⁰⁰
10	EA	5	MES (SD) (30") <u>ONE THOUSAND FOUR HUNDRED</u> DOLLARS <u>N0</u> CENTS	1,400. ⁰⁰	7,000. ⁰⁰
11	SY	5102	SODDING <u>ONE</u> DOLLARS <u>FIFTY</u> CENTS	1.50	7,653. ⁰⁰
12	SY	3377	SODDING / STAKED <u>TWO</u> DOLLARS <u>N0</u> CENTS	2. ⁰⁰	6,754. ⁰⁰
13	EA	4	VALVE ASSEMBLY GATE (CI) (150 PSI) (12") <u>ONE THOUSAND EIGHT HUNDRED</u> DOLLARS <u>N0</u> CENTS	1,800. ⁰⁰	7,200. ⁰⁰
14	EA	2	VALVE ASSEMBLY CHECK (S&S) (BRASS/250 PSI) (2") <u>FOUR HUNDRED EIGHTY</u> DOLLARS <u>N0</u> CENTS	480. ⁰⁰	960. ⁰⁰
15	EA	2	AIR RELEASE ASSEMBLY (F&I) (2") <u>TWO THOUSAND TWO HUNDRED</u> DOLLARS <u>N0</u> CENTS	2,200. ⁰⁰	4,400. ⁰⁰
16	EA	2	MECHANICAL JOINT COUPLING & ADAPTER (12") (RJ) <u>ONE THOUSAND THREE HUNDRED</u> DOLLARS <u>N0</u> CENTS	1,300. ⁰⁰	2,600. ⁰⁰
17	EA	3	STEEL COUPLING (12") (RESTRAINED JOINT) <u>FIVE HUNDRED SIXTY</u> DOLLARS <u>N0</u> CENTS	560. ⁰⁰	1,680. ⁰⁰
18	LF	415	12" POLY PIPE (BUTT FUSED) (DIRECTIONAL DRILL) <u>EIGHTY</u> DOLLARS <u>N0</u> CENTS	80. ⁰⁰	33,200. ⁰⁰
19	LF	3692	12" DUCTILE IRON PIPE (CEMENT LINED) (PUSH ON JOINT) <u>THIRTY</u> DOLLARS <u>N0</u> CENTS	30. ⁰⁰	110,760. ⁰⁰
20	LF	2339	12" DUCTILE IRON PIPE (CEMENT LINED) (RESTRAINED JOINT) <u>THIRTY FOUR</u> DOLLARS <u>N0</u> CENTS	34. ⁰⁰	79,526. ⁰⁰
21	TN	1	WATER FITTINGS <u>EIGHT THOUSAND</u> DOLLARS <u>N0</u> CENTS	8,000. ⁰⁰	8,000. ⁰⁰
22	EA	9	FIRE HYDRANT (TRAFFIC)(F&I) (5 1/4") <u>TWO THOUSAND SIX HUNDRED</u> DOLLARS <u>N0</u> CENTS	2,600. ⁰⁰	23,400. ⁰⁰
23	LF	415	12" DIRECTIONAL DRILL <u>TWENTY FIVE</u> DOLLARS <u>N0</u> CENTS	25. ⁰⁰	10,375. ⁰⁰

ORANGE BOULEVARD WATER MAIN LOOP
 BID SHEETS

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ITEM NUMBER	UNIT	APPROX. QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICES WRITTEN IN WORDS)	UNIT PRICE	AMOUNTS
24	SY	275	PAVEMENT CUT & PATCH (ASPHALT) <u>SEVENTY</u> DOLLARS NO CENTS	70.00	19,250.00
25	SY	14	PAVEMENT CUT & PATCH (CONCRETE) <u>FIFTY</u> DOLLARS NO CENTS	50.00	700.00
26	SY	96	TURN OUT CONSTRUCTION (DRIVEWAYS) <u>FIFTY TWO</u> DOLLARS NO CENTS	52.00	4,992.00
27	LF	200	POLYETHYLENE WRAP <u>TWO</u> DOLLARS NO CENTS	2.00	400.00
28	CY	5	MISC. CONCRETE <u>TWO HUNDRED</u> DOLLARS NO CENTS	200.00	1,000.00
			DOLLARS CENTS		

ADDITIVE ALTERNATIVE BID A

A1	EA		METER BOXES (PVC) (24" x 18") <u>THREE HUNDRED FIFTY</u> DOLLARS NO CENTS	350.00	350.00
A2	EA		SERVICE CONNECTIONS <u>FIVE HUNDRED</u> DOLLARS NO CENTS	500.00	500.00
A3	LF		SERVICE CONNECTIONS (POLY) CLASS 150 (1.5") <u>FIVE HUNDRED</u> DOLLARS NO CENTS	500.00	500.00
A4	LF		SERVICE CONNECTIONS (POLY) CLASS 150 (4") <u>FIVE HUNDRED</u> DOLLARS NO CENTS	500.00	500.00
A5	LF		4" DIRECTIONAL DRILL <u>SIXTY FIVE</u> DOLLARS NO CENTS	65.00	65.00

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

NOTICE TO BIDDERS:

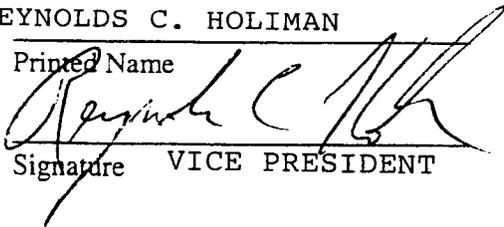
In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply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

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
<u>SLOPING</u>	<u>L.F.</u>	<u>+ 500</u>	<u>3.00</u>	<u>1,500.00</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \$ 1,500.00

REYNOLDS C. HOLIMAN

Printed Name



Signature

VICE PRESIDENT

PRIME CONSTRUCTION GROUP, INC.

Bidder Name

MAY 30TH, 2003

Date

BIDDER INFORMATION

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

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
*	President	ROY W. SMITH, JR.
	Vice-President	REYNOLDS C. HOLIMAN
	Secretary	THOMAS M. PERLEY
	Treasurer	THOMAS M. PERLEY
	Resident Superintendent	

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

EXPERIENCE OF BIDDER

The Bidder shall provide evidence of satisfactory performance on five (5) installations of potable water transmission/distribution piping which have been completed within the last ten (10) years preceding this project. The Bidder shall provide references for said work to include the following criteria:

- a. Name and location of reference project,
- b. Owner or Owner's Representative contact information including phone and fax numbers.
- c. Construction costs specific to reference project.
- d. Evidence of a minimum of 500 LF of directional drill installation of 8" diameter pipe or greater.

In addition, each reference project must demonstrate the Bidder's understanding of pipe flushing and disinfection requirements for placing potable water facilities into service, each reference project shall have been performed in areas with similar soil conditions as those encountered within Central Florida, a minimum of three (3) of the projects must have included dewatering activities for pipe installation, and a minimum of three (3) of the directional drill installation projects must have included pipe, 8" in diameter or greater, under an existing water body (i.e. canal, creek, stream, river, lake, etc.). It will be at COUNTY's discretion to determine "similar soil conditions as those encountered with Central Florida". The information outlined in Items 1 and 2 of this Subsection must be provided in Section 00160 of the Bid Documents.

At written request of COUNTY, Bidder shall provide evidence of authority to conduct business in the state of Florida and Bidder financial data. This information must be received by COUNTY within five (5) days of Bidder receiving the written request. Submittals requested pursuant to this Subsection are in addition to those required elsewhere.

EXPERIENCE OF BIDDER

NAME OF BIDDER PRIME CONSTRUCTION GROUP, INC.

The Bidder shall provide evidence of satisfactory performance on five (5) installations of active landfill gas system extraction projects using HDPE header piping which have been completed within the five (5) directly preceding the date of this bid.

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #S	CONTRACT AMOUNT
	<u>SEE ATTACHED RESUME</u>		\$ <u> </u>

Architect/Engineer or Project Manager: _____

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

Length of time in business: 12 Years

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

NON-COLLUSION AFFIDAVIT OF BIDDER

State of FLORIDA)
County of ORANGE)ss

REYNOLDS C. HOLIMAN, being first duly sworn, deposes and says that:

(1) He is VICE PRESIDENT of PRIME CONSTRUCTION GROUP, INC., the Bidder that has submitted the attached Bid;

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

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

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

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

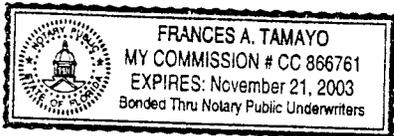
Signed: [Handwritten Signature]

Printed Name: REYNOLDS C. HOLIMAN

Title: VICE PRESIDENT

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 30th day of MAY, 2003, by REYNOLDS C. HOLIMAN who is personally known to me or who has produced N/A identification.



Frances A. Tamayo
Print Name FRANCES A. TAMAYO
Notary Public in and for the County and State
Aforementioned

My commission expires: 11/21/03

ATTACH AND INCLUDE THIS PAGE OF NON-COLLUSION AFFIDAVIT OF BIDDER AS PART OF BID FORM; FAILURE TO DO SO SHALL BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

CERTIFICATION OF NONSEGREGATED FACILITIES

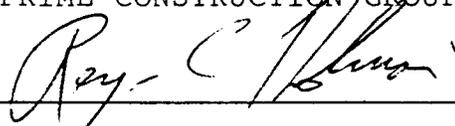
The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies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

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

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

PRIME CONSTRUCTION GROUP, INC.

Date: MAY 30, 2003

By: 

Print Name: REYNOLDS C. HOLIMAN

Official Address:

Title: VICE PRESIDENT

1000 JETSTREAM DRIVE

ORLANDO, FLORIDA

32824

(Include Zip Code)

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



AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Prime Construction Group, Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty & Surety Company of America

a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto Seminole County

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Dollars (\$ 5% of Bid).

WHEREAS, the Principal has submitted a bid for CC-1210-03/BJC - Orange Boulevard Hydraulic Loop Project

NOW, THEREFORE, it the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of June 2003

[Signature]
(Witness)

Prime Construction Group, Inc.
[Signature] (Principal) (Seal)
REYNOLDS C. HOLTMAN, VICE PRESIDENT

[Signature]
(Witness)

Travelers Casualty & Surety Company of America
[Signature] (Surety) (Seal)
(Title)
Benjamin H. French
Attorney-In-Fact & Fla. Resident Agent

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Benjamin H. French, of Gainesville, Florida,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 20th day of September 2001.

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STATE OF CONNECTICUT

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

}SS. Hartford

COUNTY OF HARTFORD



By *George W. Thompson*
George W. Thompson
Senior Vice President

On this 20th day of September, 2001 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault

My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut. DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 4th day of June, 2003



By *Kori M. Johanson*
Kori M. Johanson
Assistant Secretary, Bond

PRIME CONSTRUCTION GROUP, INC.

CGC 037504 CUC 056650

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

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

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GENERAL INFORMATION

Business Name: PRIME CONSTRUCTION GROUP, INC.
Address: 1000 Jetstream Drive, Orlando, FL 32824
Orlando, Florida 32824

Mailing Address: Post Office Box 590507
Orlando, Florida 32859-0507

Telephone: 407-856-8180
Fax: 407-855-4998

President: Roy W. Smith, Jr. SS# 593-14-1306
Vice President: Reynolds Holiman SS# 587-74-0202
Treasurer: Thomas Perley SS# 265-97-5252

Type of Business: Corporation
Nature of Business: Municipal Construction
Years of Operation: Since April 1, 1991
Federal ID #: 59-3210337
Dun & Bradstreet # 78-281-1350-IS1

Bank Information: Admiralty Bank
Two South Orange Ave
Suite #100
Orlando, FL 32801
Charles Lowe 407-835-7999
Checking # 190132221
Money Mkt. # 190101261

TRADE REFERENCES

Ferguson Underground, Inc.
P.O. Box 861621
Orlando, FL 32886-1621
800-283-0876 PH 407-859-9561 FX

Hughes Supply, Inc.
590 N. Ferguson Drive
Orlando, FL 32805
407-291-1545 PH 407-291-2006 FX

Conrad Yelvington Dist., Inc.
P.O. Box 1686
Daytona Beach, FL 32115-1686
800-255-6336 PH 904-252-3419 FX

Standard Precast
11340 Phillips Highway
Jacksonville, FL 32241
904-268-0466 PH 904-268-4403 FX

CSR Rinker Materials.
P.O. Box 24636
West Palm Beach, Fl. 33416-4636
407-298-3898 PH 407-299-0104 FX

PCG Job Resume - Potable Water

Job Number	Project Name			Job Status
000433	Tupperware Utilities Relocation			Bid
Owner		Contact		Telephone
Tupperware Center		Mr. David Taylor, IHW		(407) 629-8880
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$417,500	Roy Smith	Joel Saslo	11/11/02	
Scope of Work				
Installation of new sewage pumping station, gravity sewer and water supply mains for Tupperware to allow for the widening of US 441 by the FDOT.				

Job Number	Project Name			Job Status
000427	Saxon West Extension			Bid
Owner		Contact		Telephone
Volusia County		Mr. Tom Sivert		(386) 943-7027
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$557,157	Dale Heathman	John Feltmann	11/1/02	
Scope of Work				
Installation of 6", 8", 14" and 16" PVC force main by direct burial method; 16" HDPE by directional drill, upgrade of Volusia County/Orange City Regional Lift Station (SW60) including removal of existing pumps & piping, cleaning walls & recoating, installation of new pumps with electrical controls, telemetry				

Job Number	Project Name			Job Status
000415	Beverly Shores Water & Sewer Improvements			Bid
Owner		Contact		Telephone
City of Orlando		Mr. Abe Jardaneh		(407) 246-3183
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$3,279,010	Mark Allen	John Faubert	7/15/02	1/1/04
Scope of Work				
Installation of approx. 13,000 LF of sewer and approx. 7635 LF of water pipe, new lift station, drainage structures, 50 manholes. Work consisted of pavement removal and restoration, concrete sidewalks & drives, sodding.				

Job Number	Project Name			Job Status	
000413	GOAA #H-081 Waterline Loop Closure			Bid	
Owner			Contact		Telephone
Greater Orlando Aviation Authority			Ms. Cathy Avery		(407) 825-4658
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion	
\$84,900	Mark Allen	Joel Salso	8/1/02	12/31/02	
Scope of Work					
Design-Build involving the installation of approx. 1,000 lf of 4" watermain and two tie-ins to the existing watermain.					

Job Number	Project Name			Job Status	
000408	Southern Watermain Interconnect			Final	
Owner			Contact		Telephone
City of Winter Springs			Mr. George Edwards, PE		(407) 327-5984
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion	
\$204,537	Mark Allen	John Faubert	5/13/02	6/28/02	
Scope of Work					
Installation of approx. 4,410 LF of watermain.					

Job Number	Project Name			Job Status	
000404	GOAA BP330 - Site & Infrastructure Impr. for Tradeport & W.			Bid	
Owner			Contact		Telephone
Greater Orlando Aviation Authority			Mr. Paul Gula		(407) 825-4090
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion	
\$2,353,063	Mark Allen	Joel Saslo	3/15/02	1/1/03	
Scope of Work					
Infrastructure for new aircraft support facilities including 20" water main, gravity sanitary sewer, sewage pump station, and reclaimed water main, 1.2 acres of 17" FAA Concrete Paving over 6" Econcrete Base, FAA Limerock Base & FAA Asphalt Shoulders					

Job Number	Project Name			Job Status	
000379	Guernsey Basin Drainage Improvements Phase 2			Final	
Owner			Contact		Telephone
City of Orlando			Mr. James Salter		(407) 246-3110
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion	
\$1,131,996	Mark Allen	Joel Saslo	4/1/01	8/1/02	
Scope of Work					
Removal and replacement of historic brick pavers after storm, sanitary & domestic water improvements.					

Job Number	Project Name			Job Status
000375	Mac-John Sewer System Extensions			Final
Owner			Contact	Telephone
City of Port Orange			Mr. Mark Hampton	(386) 761-6810
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$601,435	Jim Hargrove	Joel Saslo	1/2/00	7/20/01
Scope of Work				
Gravity sewers, forcemain, potable water, storm drainage, base & asphalt restoration.				

Job Number	Project Name			Job Status
000371	Lake Mary Bear Gully Water Main Extensions			Final
Owner			Contact	Telephone
Seminole County			Mr. Jeff Thompson	(407) 665-2021
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$1,251,439	Tom Perley	John Faubert	12/11/00	2/18/01
Scope of Work				
Installation of 8200 LF of 16" potable water mains, directional drills, maintenance of traffic and grassing.				

Job Number	Project Name			Job Status
000362	Sanford Avenue Utility Relocation			Final
Owner			Contact	Telephone
City of Sanford			Mr. Mike Crumpton	(407) 330-5639
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$457,525	Tom Perley	John Feltmann	8/14/00	2/27/01
Scope of Work				
Install a new potable water system with services and new forcemains along a section of road being widened by FDOT. Also, remove and dispose of asbestos sewer lines.				

Job Number	Project Name			Job Status
000361	Conway Acres Water/Waste Improvements			Final
Owner			Contact	Telephone
Orange County			Mr. Tony Campbell	(407) 947-9602
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$1,366,728	Tom Perley	Buddy McGough	12/1/00	9/23/01
Scope of Work				
Water and wastewater system improvements including construction of new pump station, abandonment of three existing pump stations, installation of approx. 3,620 LF of 8" and 960 LF of 10" gravity wastewater main and approx. 5,400 LF of 8" and 50 LF of 10" water main.				

Job Number	Project Name			Job Status
000358	Water System Improvements - Williamson & LPGA Blvds. - P			Final
Owner		Contact		Telephone
City of Daytona Beach		Mr. Bob DeWitt		(386) 252-6461
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$1,575,938	Tom Perley	Buddy McGough	9/1/00	12/1/00
Scope of Work				
Install and place into service 24" DIP potable water main, 12" reclaimed water main, 8" DIP force main, 4" PVC conduit for future fiber optic cables, associated casing pipes and appurtenances.				

Job Number	Project Name			Job Status
000348	Beachside Watermain Replacement			Final
Owner		Contact		Telephone
City of Cocoa		Mr. James F. M. Duncan		(321) 639-7670
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$586,979	Tom Perley	Buddy McGough	5/15/00	10/30/00
Scope of Work				
Install new 6" and 8" DIP watermains in an area served by asbestos mains. Run new services to the homes, then abandon asbestos pipe. Work includes paving, grassing, restoration and maintenance of traffic on A1A.				

Job Number	Project Name			Job Status
990336	Water Distribution Main, Phase 3 Part 3			Final
Owner		Contact		Telephone
City of Ocoee		Mr. David Wheeler		(407) 656-2322
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$200,825	Jim Hargrove	John Faubert	12/1/99	3/15/00
Scope of Work				
Installation of 12" PVC potable water mains, hydrants, directional drills, restoration of grassed and paved areas.				

Job Number	Project Name			Job Status
990328	Flora Estates Water Main Extension			Final
Owner		Contact		Telephone
City of Ocoee		Mr. David Wheeler		(407) 656-2322
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$75,984	Jim Hargrove	Fred Schultz	7/1/99	10/25/99
Scope of Work				
Install a new water system for a four block residential area including house services, fire hydrants, related restoration, maintenance of traffic.				

Job Number	Project Name			Job Status
990327	Rio Pinar Master Drainage Improvements, Phase II			Final
Owner			Contact	Telephone
Orange County Highway Construction			Mr. Mike Wehrfritz	(407) 836-7884
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$1,040,157	Tom Perley	Buddy McGough	9/1/99	4/8/00
Scope of Work				
Stormwater upgrades from 66" to 15" in a residential area, upgrade sanitary sewers, relocate water lines when in conflict, maintenance of residential traffic during construction, base, asphalt & concrete restoration.				

Job Number	Project Name			Job Status
990324	Water Distribution Mains Phase III Part 2			Final
Owner			Contact	Telephone
City of Ocoee			Mr. David Wheeler	(407) 656-2322
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$272,345	Jim Hargrove	Fred Schultz	6/1/99	9/29/99
Scope of Work				
Installation of a 12" waterline primarily along a county roadway, fire hydrants, services, directional drills, sodding, restoration, maintenance of traffic.				

Job Number	Project Name			Job Status
990323	Water Distribution Mains Phase III Part 1			Final
Owner			Contact	Telephone
City of Ocoee			Mr. David Wheeler	(407) 656-2322
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$327,865	Jim Hargrove	Fred Schultz	6/1/99	9/29/99
Scope of Work				
Installation of a 12" waterline primarily along a county roadway, fire hydrants, services, directional drills, sodding, restoration, maintenance of traffic.				

Job Number	Project Name			Job Status
980307	Emerald Lakes Water Distribution			Final
Owner			Contact	Telephone
City of St. Cloud			Mr. David Mahler	(407) 957-7265
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$126,523	Tom Perley	Tom Perley	8/14/98	9/28/98
Scope of Work				
Installation of 12" and 8" water mains, fire hydrants and services to existing homes in residential neighborhood. Work included maintenance of traffic, excavation and backfilling, pressure testing and chlorinating, grading, base, asphalt and grassing.				

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Job Number	Project Name			Job Status
980303	Lake Nona/Dowden Road Utilities			Final
Owner		Contact		Telephone
City of Orlando		Mr. Davey Mateo		(407) 246-3183
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$3,250,346	R. Smith / T. Perley	Buddy McGough	6/23/98	7/12/99
Scope of Work				
Construct a duplex master pump station with a control building and odor control system. Work included gravity sewers, potable water, reclaimed system, paving, restoration and electrical ducts.				

Job Number	Project Name			Job Status
980302	Cardinal Oaks Cove Watermain Extension and Big Lake Mar			Final
Owner		Contact		Telephone
City of Lake Mary		Mr. Mike Coggan, CPH		(407) 322-6841
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$144,723	Jim Hargrove	Mark Berry	3/16/98	6/5/98
Scope of Work				
Installation of 36" CMP with precast inlets for equalization of existing lake, new watermain and services to existing homes. Work included excavation, dewatering, backfill with compaction, stormwater, watermain piping, pressure testing, chlorinating, grading and sodding.				

Job Number	Project Name			Job Status
970281	Johnson Hill Paving & Drainage Improvements			Final
Owner		Contact		Telephone
Seminole County		Ms. Irene Boyles, CPH		(407) 322-6841
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$200,957	Roy Smith	Mark Berry	5/19/97	7/30/97
Scope of Work				
Installation of new paved roads, watermains and storm drainage systems. Work included grading, subgrade preparation, concrete curbs & driveways, limerock base, asphalt, 500 LF watermain interconnect, storm drainage system w/ precast inlets & RCP, fencing and grassing.				

Job Number	Project Name			Job Status
960266	Lake Adelaide Pollution Abatement Program			Final
Owner		Contact		Telephone
City of Altamonte Springs		Mr. Roger Densberger		(407) 830-3871
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion
\$624,397	Roy Smith	Buddy McGough	6/1/96	9/1/96
Scope of Work				
Installed new storm drain system & residential roadways. Work included relocation of sewer, watermain & reclaimed mains, installation of new watermain, manholes, inlets & RCP storm piping, stabilized subgrade, concrete curbs & driveways, limerock & soil cement base, asphalt, ponds.				

Job Number	Project Name			Job Status	
920216	Red Bug Elementary Sewer and Water Improvements			Final	
Owner			Contact		Telephone
Seminole County School Board			Mr. Scott E. Stegall		(407) 322-1252
Project Amount	PCG Project Mgr	PCG Supt	Construction Began	Final Completion	
\$99,573	Tom Perley	Tom Perley	7/15/92	8/30/92	
Scope of Work					
Construction of water fire line & water service for Red Bug Elementary including water meter & backflow prevention system, force main sewer line & gravity sewer line, precast lift station wet well & valve box, station piping, pumps, valves & controls, limerock base & asphalt patching, fencing.					