CONSTRUCTION CONTRACTS

21. Award CC-1114-06/TLR – Markham Woods Road Utilities Phase I and Residential Reclaimed Water Main Retrofit Phase I, to Volt Information Sciences, Inc. Clearwater (\$11,024,582.50).

CC-1114-06/TLR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct a Reclaimed Water Main system for the following projects:

A. Markham Woods Road Utilities Phase I Located in northwest Seminole County, Florida along Markham Woods Road from Lake Mary Boulevard to Timberbrook Drive. This project includes the installation of ductile iron pipe reclaimed water main pipe, PVC sanitary force main, casings for bore and jack crossings, fiber optic conduit, pull rope and pull boxes along with fittings, valves and miscellaneous appurtenances.-

B. Residential Reclaimed Water Main Retrofit Phase I Located in northwest Seminole County, Florida in the residential communities of Bristol Park, Chestnut Hill, East Camden, Heathrow Woods and Magnolia Plantation. This project includes the installation of reclaimed water mains, reclaimed water meters and boxes, potable water mains in Bristol Park, potable water services in Bristol Park, reclaimed water master meters and control stations and other miscellaneous appurtenances.

This project was publicly advertised and the County received one (1) response from Volt Information Sciences, Inc. of Clearwater, Florida. The Review Committee consisting of Dennis Westrick, Manager, PEI; Hugh Sipes, Sr. Engineer, PEI; and Mike Harber, Sr. Engineer, PEI, evaluated the response giving consideration to the firm's bid price, qualifications and experience.

The Review Committee recommends award of the contract to the responsive, responsible bidder, Volt Information Sciences, Inc. of Clearwater, in the amount of \$11,024,582.50. The completion time for this project is three hundred ninety-eight (398) calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project and funds will become available in account numbers 40103.16900, CIP 178201 and 217301 and account number 40103.16900, CIP 193101. Environmental Services 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-1114-06/TLR

BID TITLE:

Markham Woods Road Utilities Phase I & Residential Reclaim

Water Main Retrofit Phase I

PAGE: 1 of 1

REJECTED AS LATE.

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

OPENING DATE: August 18, 2006 2:00 P.M.

OHALIELED PROFING	Response 1		
QUALIFIED BDDERS	Volt Telecom Group		
	5000 South Shore Dr.		
	New Port Richey, FL 34652		
	G. Shelby Best		
ITEM DESCRIPTION	727-841-8525 Ph.		
THE PROPERTY OF THE PROPERTY O	727-846-9398		
TOTAL AMOUNT OF BID	\$11,024,582.50		
Alternates	Alternate No. 1 - \$1,538,465		
Aitornates	Alternate No. 2 - \$1,246,987		
	Alternate No. 3 - \$ 780,000		
Acknowledge Addenda (3)	Alternate No. 4 - \$ 708,735		
Bid Bond	Yes		
rench Safety Act	Yes		
Bidder Information Form	Yes		
xperience of Bidder	Yes		
Non-Collusion Affidavit	Yes		
Nonsegregated Facilities	Yes		
American w/Disabilities Affidavit	Yes Yes		

On August 21, 2006 at 11:30 am the price proposal will be opened and read aloud.

Award based on lowest base bid with no alternates.

Opened and Tabulated by: T. Roberts, CPPB

Posted: 08/18/2006 Update: 09/6/06

Recommendation: Volt Telecom Group - Board Meeting of 9/26/06

AGREEMENT (CC-1114-05/TLR)

by and between VOLT INFORMATION SCIENCES, INC., duly authorized to conduct business in the State of Florida, whose address is 12700 56th Street N., Clearwater, Florida 32760, 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:

WITNESSETH:

Section 1. Work. The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as CC-1114-06/TLR-Markham Woods Road Utilities, Phase I and Residential Reclaimed Water Main Retrofit, Phase I.

The Project for which the Work under the Contract Documents is a part is generally described as CC-1114-06/TLR-Markham Woods Road Utilities, Phase I and Residential Reclaimed Water Main Retrofit, Phase I.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Inwood Consulting Engineers, 870 Clark Street, Oviedo, Florida 32810 for the Markham Woods Road Utilities, Phase I Project, and PBS&J, 482 S. Keller Road, Orlando, Florida 32733 for the Residential Reclaimed Water Main Retrofit, Phase I Project.

(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 CH2M Hill, 510 W. Lake Mary Boulevard, Sanford, Florida 32773.

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 three hundred sixty-eight (368) 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 ELEVEN MILLION TWENTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-TWO AND 50/100 DOLLARS (\$11,024,582.50) 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 demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after Time the scheduled Contract (Substantial Completion 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.

- CONTRACTOR has studied carefully and considered in its Bid Plans and Specifications, performed necessary observations, examinations and studied the physical conditions at the site related Facilities, to Underground 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 <u>Rick Bevill</u> 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.

- CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public To that end, CONTRACTOR agrees to respond to citizen purpose. 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 utilized the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Responses and action taken by the CONTRACTOR shall Problem." specifically identify the problem and specific actions taken. statements such as "addressed the problem" are unacceptable. 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.
- (1) 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.
 - (1) 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, TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$2,600.00) 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 specifically agrees the Contract Documents. COUNTY 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 Boulevard Sanford, FL 32773

For CONTRACTOR:

Volt Information Sciences, Inc. 12700 56th St. N. Clearwater, FL 33760

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:	VOLT INFORMATION SCIENCES, INC.
JEROME SHAW, Secretary	By: STEVEN A. SHAW, President/CEO
(CORPORATE SEAL)	Date:
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of	By:CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney AC/lpk	
8/31/06	
CC_111 <i>A</i>	

SUBMITTED UNDER SEPARATE COVER

BID FORM

SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

RESIDENTIAL RECLAIMED WATER MAIN RETROFIT PHASE I
COUNTY CONTRACT NO. CC-1114-06/TLR
Name of Bidder: Volt Information Sciences, Inc.
Mailing Address: 12700 56th Street North,
Street Address:
City/State/Zip:Clearwater, Florida 33760
Phone Number: (727) 571-2268
FAX Number: (727) 571–1990
Contractor License Number: CUC1223681
TO: Purchasing and Contacts 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

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.

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

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 7/2006

Documents, including Addenda Nos. one

PROTECT.

00100-1 CC-1114-06

through three , on file at the Purchasing

Volt Information Sciences, Inc.

SUBMITTED UNDER SEPARATE COVER

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

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountvfl.gov/purchasing).

BID FORM

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

TOTAL A	AMOUNT (OF BID:	\$1	1,024,582	.50			
						Numb	ers	
Eleven	Million	on Twenty	Four	Thousand	Five	Hundred	Eight Two	Dollars
						and Fi	fty Cents	;
				(IN V	VORDS	5)		

- 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.

Section 00150 - Trench Safety Act Form

Section 00160 - Bidder Information Forms (*Including W-9*)

Section 00300 - Non-Collusion Affidavit of Bidder Form

Section 00310 - Certification of Nonsegregated Facilities Form

Section 00330 - Drug-Free Workplace Form

Section 00630 - Americans with Disabilities Act Form

SUBMITTED UNDER SEPARATE COVER

of August , 20 06 .	into executed this BID FORM this 9th day
Volt Information Sciences, Inc.	RIC
(Name of BIDDER)	(Signature of person signing this BID FORM)
	R.J. "Chip" Andersona
	(Printed name of person signing this BID FORM)
	Senior Vice President
	(Title of person signing this BID FORM)

SUBMITTED WITH QUALFICIATIONS PORTION OF 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.

Numbers

Volt Information Sciences, Inc. <u>SUBMITTED UNDER SEPARATE COVER</u>

BID FORM MARKHAM WOODS ROAD UTILITIES PHASE I

ITEM	UNI	APPROX.	•	UNIT PRICE	AMOUNT
1.0	LS	1	Mobilization, bonds, permits, etc. (not to exceed 5% of Total Bid Price)	\$200,000.00	\$200,000.00
2.0	LF	2450	20-inch Reclaimed Water Main (push-up)	\$220.00	\$539,000.00
3.0	LF	900	20-inch Reclaimed Water Main (restrained)	\$235.00	\$211,500.00
4.0	LF	95	16-inch Reclaimed Water Main (restrained)	\$135.00	\$12,825.00
5.0	LF	130	12-inch Reclaimed Water Main (restrained)	\$85.00	\$11,050.00
6.0	LF	95	4-Inch Reclaimed Water Main (restrained)	\$55.00	\$5,225.00
7.0	LF	15	6-inch PVC Force Main (restrained)	\$75.00	\$1,125.00
8.0	LF	.58	28-inch Steel Casing	\$850.00	\$49,300.00
9.0	LF	56	22-inch Steel Casing	\$800.00	\$44,800.00
10.0	LF	56	14-Inch Steel Casing	\$650.00	\$36,400.00
11.0	TON	6	Ductile Iron Fittings	\$6,000.00	\$36,000.00
12.0	EA	5	20-Inch Horizontal Gate Valve w/valve box	\$4,800.00	\$24,000.00
13.0	EA	3	16-inch Horizontal Gate Valve w/valve box	\$4,000.00	\$12,000.00
14.0	EA	2	12-inch Gate Valve w/valve box	\$3,500.00	\$7,000.00
15.0	EA	1	4-inch Gate Valve w/valve box	\$1,500.00	\$1,500.00
16.0	EA	2 (6-inch Plug Valve w/valve box	\$1,850.00	\$3,700.00
17.0	EA	8 2	2-inch Blow-off Assembly	\$1,500.00	\$12,000.00
18.0	EA	1 8	Finch x 6-inch Tapping Sleeve and Valve	\$6,500.00	\$6,500.00
19.0	SY	75 F	Remove and Replace Asphalt Pavement	\$58.50	\$4,387.50
20.0	LF .	35 F	lemove and Repalce Concrete Sidewalk	\$80.00	\$2,800.00
21.0	l.F	45 R	emove and Replace Concrete Curb	\$25.00	\$1,125.00
22.0	LF	3580 F	ber Optic Conduit	\$28.00	\$100,240.00
23.0	EA	13 Pi	ullboxes for Fiber Optic Conduit	\$3,500.00	\$45,500.00
24.0	LS	1 B	reculion of Division General Requirements	\$150,000.00	\$150,000.00
1	<u></u>		TOTAL Utilities Phase 1	\$1	,517,977.50

Volt Information Sciences, Inc. SUBMITTED UNDER SEPARATE COVER

Addendum #1 BID FORM RESIDENTIAL RECLAIMED WATER MAIN RETROFIT PHASE I

ITE	м	UNIT	APPRI QUANT	**=***=#2001#1 11011	UNIT PRICE	_ i	
1.0		LS	1	Bonds, Insurance, Mobilization and Perm	its \$200,000	7,11,00	
2.0		LF	760	16-inch Reclaimed Pipe - Directional Dril		\$159,600.	
3.0	$\neg \dagger$	LF	4850	16-inch Relcaimed Pipe - Open Cut Instal			
4.0	1	LF	2800	Entertained type Directional Diffi	\$142.00	\$426,800.	
5.0		LF	2400	Installation 12-inch Reclaimed Pipe - Open Cut Install	olian	\$397,600.	
6.0	\dashv	LF	13750	8-inch Reclaimed Pipe - Directional Drill	\$110.00	\$264,000.	
7.0		LF	9700	Installation 8-inch Reclaimed Pipe - Open Cut Installat	\$75.00	\$1,031,25	
8.0	-	LF	23850	6-inch Reclaimed Pipe - Directional Drill	\$63.00	\$630,500.	00
9.0	L	F	11080	Installation	\$65.00	\$1,550,250	0.00
10.0		F.	3230	· •	on \$55.00:	\$609,400.0	00
11.0		F		6-inch Potable Pipe - Open Cut Installation	\$55.00	\$177,650.0	00
			3500	4-inch Reclaimed Pipe - Directional Dritt Method	\$45.00	\$157,500.0	00
12.0	L		3340	4-inch Relcaimed Pipe - Open Cut Installati	^{on} \$35.00	\$116,900.0	00
13.0	L	F	840	2-inch Conduit Pipe - Directional Drill Installation	\$18.00	\$15,120.00	-
14.0	E	a l	8	12-inch Gate Valve	\$2,800.00		
15.0	E/	1	22	8-inch Gate Valve	\$2,000.00		
16.0	ΕA		65	6-inch Gate Valve (Reclaimed & Water)	\$1,800.00	\$117,000.0	<u> </u>
17.0	ΕA	1	30	4-inch Gate Valve	\$985.00	\$29,550.00	
18.0	EA	T	900	1-inch Reclaimed Meter and Meter Box	\$685.00	\$616,500.00	-
18A	EA		100	3/4" Potable Water Meter and Meter Box	\$850.00	\$85,000.00	
19.0	EA	1	76	1 1/2 -inch Service (short) - Single	\$685.00	\$52,060.00	
0.0	EA	†	80	1 1/2-inch Service (long) in 3-inch Steeve -	\$1,250.00	\$100,000.00	
1.0	EA	1	143	Single in PVC Casing 1 1/2-inch Service (short) in 3-inch Sleeve -			
2.0	EA	1	231	Double 2-inch Service (long) in 3-inch Sleeve - Double	\$1,450.00	\$207,350.00	
3.0	LS	\vdash	1	in PVC Casing Existing Potable Watermain Abandonment in	\$1,450.00	\$334,950.00	
4.0	EA		75	Bristol Park Subdivision Existing Potable Water Service Abandonment	\$5,000.00	\$5,000.00	·
5.0	ΕA		66	in Bristol Park subdivision New 1 1/2-inch Water Services in Bristol Park	\$5,000.00	\$375,000.00	
5.0	ĒΑ			Subdivision Blow-Off Station (Reclaimed & Potable)	\$1,850.00	\$122,100.00	
-0	ΕA			Fire Hydrant Assembly in Bristol Park	\$3,500.00	\$175,000.00	_
.0	EA			Subdivision Existing Fire Hydrant Assembly Connection in	\$4,500.00	\$13,500.00	
			- 1	Existing Fire Hydrant Assembly Connection in Bristol Park Subdivision	\$2,500.00	\$5,000.00	

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BID FORM RESIDENTIAL RECLAIMED WATER MAIN RETROFIT PHASE I

ITEM	UNIT	APPROX. QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
29.0	EA	84	3/4-inch Double Check Valve Assembly Backflow Preventer	\$850.00	\$71,400.00
30.0	EA	165	1-inch Double Check Valve Assembly Back Flow Preventer	\$950.00	\$156,750.00
31.0	EA	84	1 1/2-inch Double check Valve Assembly Backflow Preventer	\$1,050.00	\$88,200.00
32.0	EA	5	Electronic Marker Ball Readers	\$2,500.00	\$12,500.00
33.0	SY	1600	Roadway Base Material Replacement (minimum 8-inch thickness)	\$48.50	\$77,600.00
34.0	SY	10550	Miling and Asphal Pavement Replacement (minimum 2-inch thickness)	\$78.50	\$828,175.00
35.0	EA	3	Master Meter and Control Station	\$8,500.00	\$25,500.00
36.0	LS	1	Maintenance of Traffic	\$35,000.00	\$35,000.00
37.0	LS	7	Landscaping (Master Meter Assembly Areas)	\$10,500.00	\$10,500.00
38,0	LS		Public Notification	\$10,000.00	\$10,000.00
39.0	LS	7	Restoration	\$150,000.00	\$150,000.00
			TOTAL Retrofit Phase 1	\$9	,506,605.00

TOTAL Utilities Phase 1 from page 00100-4	\$1,517,977.50
COMBINED TOTAL TO BE REPORTED ON PAGE 80108-2	\$11,024,582.50

Volt Information Sciences, Inc. SUBMITTED UNDER SEPARATE COVER

BID FORM BID ALTERNATES

Alternate No. 1

Installation of 8-inch diameter reclaimed water piping, valves and fittings by open cut installation method within the roadway of the western portion of Heathrow Woods Subdivision. The alternate includes installation of the reclaimed water services differently than identified on the construction plans and resurfacing of the roadway. Reclaimed water piping included in this alternate is for the western most loop of Heathrow Woods (Bridgewater Drive) as shown on drawings C-12 through C-17, excluding Killarney Court, Harston Court and Shiloh Cove. Alternate No. 1 includes providing materials and installation.

TOTAL AMOUNT FOR ALTERNATE NO. 1:	\$1,538,465.00
	Numbers
Alternate No. 2	
services differently than identified on the constru- water piping included in this alternate is for the (Bridgewater Drive) as shown on drawings C-7	ping, valves and fittings by open cut installation method he alternate includes installation of the reclaimed water ction plans and resurfacing of the roadway. Reclaimed e main roadway within Heathrow Woods Subdivision (excluding Kipling Court), C-8 (excluding Snowfields cluding New Gate Loop) and C-12 (excluding Killarney als and installation.
TOTAL AMOUNT FOR ALTERNATE NO. 2: \$	1,246,987.00
	Numbers
Alternate No. 3	
Milling and resurfacing of the side roadways vincludes milling and resurfacing of the side roadw (Kipling Court), C-8 and C-9 (Snowfields Run), C-Court), C-13 (Harston Court) and C-17 (Shiloh Cov	yays as shown on drawings C-6 (Chiswell Place), C-7

Alternate No. 4

Installation of 6-inch diameter reclaimed water and potable water piping by directional drill installation in lieu of open cut installation. The alternate includes installation of the system inclusive of services, fittings, hydrants, valves and marker balls to make the system complete. Roadway base material replacement and milling and asphalt pavement replacement (in the base bid) for directional drilling installation method. Reclaimed and potable water piping included in this alternate is for Bristol Park Subdivision as shown on drawings C-2 through C-4. Alternate No. 4 includes providing materials and installation.

TOTAL AMOUNT FOR ALTERNATE NO. 3: \$780,000.00

TOTAL AMOUNT FOR ALTERNATE NO. 4:	\$708,735.00
	Numbers

BID FORM 7/2006

00100-7 CC-1114-06

Numbers