

CONSTRUCTION CONTRACTS

22. Award CC-0018-05/BHJ – Renovation of the Central Transfer Station Anvil Top Tipping Floor with Delta Pacific Builders, Inc. of Huntington Beach, CA (\$527,500.00).

CC-0018-05/WHJ will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the renovation of the Central Transfer Station Anvil Top Tipping Floor.

This project was publicly advertised and Seminole County received two responses. The Review Committee which consists of John Cirello, Director, Environmental Services; David Gregory, Solid Waste; Jeff Thompson, Environmental Services; and Greg Regan, Solid Waste, evaluated the submittals. Consideration was given to bid price, qualifications, and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Delta Pacific Builders, Inc., Huntington Beach, in the amount of \$527,500.00. The completion time for this project is 70 calendar days from issuance of the Notice to Proceed from the County.

Delta Pacific has indicated that substantial completion of this project will be achieved in 10 days. To effect the renovation of the tipping floor in the most efficient manner possible, the transfer station tip floor will be closed to traffic for approximately ten days. The Solid Waste Management Division intends to direct all garbage truck deliveries to the Osceola Road Landfill during the construction project. Recyclables, yard waste, and small self-haul loads are planned to be managed at alternate locations on the transfer station grounds. To assure continued deliveries of solid waste to County facilities during the 10 days that the tipping floor will be out of service, the Solid Waste Management Division plans to offer a disposal credit to affected commercial and residential waste haulers to off-set their increased hauling costs during this period. The credit will be an amount equivalent to the tip fee of waste diverted from the Transfer Station to the Landfill.

This is a budgeted project and the funds are available in account number 087900.402010 CIP #1378-01 (Solid Waste, Citizen's Service Area at CTS). Environmental Services Department/Solid Waste Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the project 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-0018-05/BHJ
BID TITLE: Renovation of CTS Tipping Floor

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

OPENING DATE: September 21, 2005, 2:00 P.M.

PAGE: 1 of 1

ITEM DESCRIPTION	*Response #1	Response #2
	Delta Pacific Builders, Inc. 15552 Commerce Lane Huntington Beach, CA 92649 Phone: 714-891-9080 Fax: 714-897-0163	Cornerstone Construction Services, Inc. 4205 Edgewater Drive Orlando, FL 32804 Phone: 407-299-3209 Fax: 407-299-3294
TOTAL AMOUNT OF BID	\$527,500.00	\$975,935.00
Bid Bond	Yes	Yes
Trench Safety Act	Yes	Yes
Bidder Information Form	Yes	Yes
Non-Collusion Affidavit	Yes	Yes
Non-segregated Facility	Yes	Yes
American w/Disabilities Act	Yes	Yes

Opened and Tabulated by Bill Johnson

Posted 09/22/05

Recommendation of Award: TBA

Board Award Date: TBA

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter called the "CONTRACTOR", and Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CC-0018-05/WHJ – CENTRAL TRANSFER STATION TIPPING FLOOR RENOVATION.

The Project for which the Work under the Contract Documents is a part is generally described as follows:

CC-0018-05/WHJ – CENTRAL TRANSFER STATION TIPPING FLOOR RENOVATION.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Brown and Caldwell, 1060 Maitland Center Commons, Suite 402, Maitland, Florida .

(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 Brown and Caldwell, 1060 Maitland Center Commons, Suite 402, Maitland, Florida.

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

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

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

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

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

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

Section 5. Payment Procedures.

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

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

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

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

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

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

(c) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

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

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

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

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, re-locations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the COUNTY from any implied warranties including but not limited to the "Spearin Doctrine", that the Plans and Specifications are adequate to perform the Work.

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

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

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

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the COUNTY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the COUNTY of strict compliance with the terms and conditions of the Contract Documents.

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

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: _____ and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

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

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within ten (10) days of receipt of the complaint from citizens, ENGINEER, or

the COUNTY. The CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem 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)
- (w) CONTRACTOR's Waiver of Lien (Final and Complete)
- (x) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (y) Consent of Surety To Final Payment
- (z) Instructions To Bidders
- (aa) 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 THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$5500.00) 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, moneys that may become due and moneys 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) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. 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 SEMINOLE COUNTY:

Seminole County Environmental Services
Solid Waste Division
500 W. Lake Mary Boulevard
Sanford, Florida 32773

FOR CONTRACTOR:

CONTRACTOR's Superintendent

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 material breach of the Contract Documents.

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

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

ATTEST:

_____, Secretary

(Corporate Seal)

ATTEST:

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

For the use and reliance of
Seminole County only. Approved
As to form and legal sufficiency.

County Attorney

By: _____
_____, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
_____, Chairman

Date: _____

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

SECTION 03551

IRON AGGREGATE FLOOR TOPPING

PART 1--GENERAL

1.01 DESCRIPTION OF WORK

A. The work includes removing exiting iron aggregate topping (Anvil-Top), providing and installing new iron aggregate topping to renovate portions of the tipping floor at the Seminole County Central Transfer Station, as specified in this section and as shown on the drawings.

B. Work includes providing premixed, processed iron aggregate topping, proportioned, blended, packaged at the factory and delivered to the jobsite ready to apply, with the addition of potable water; placing, finishing and curing specified in this section. Testing is also required as specified.

1.02 QUALITY ASSURANCE

A. QUALITY CONTROL BY CONTRACTOR:

To demonstrate conformance with the specified requirements for the iron aggregate topping, the Contractor shall provide the services of an independent testing laboratory which complies with the requirements of ASTM E329. Costs of testing laboratory services shall be borne by the Contractor. Submit test results to Owner, Engineer and Contractor at the same time.

B. REFERENCES:

This section contains references to the following documents. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.

Reference	Title
ACI 301	Specifications for Structural Concrete for Buildings
ACI 302.1R	Guide for Concrete Floor and Slab Construction
ACI 304	Guide for Measuring, Mixing, Transporting, and Placing Concrete
ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 503R	Use of Epoxy Compounds with Concrete
ACI 503.5R	Selection of Polymer Adhesives with Concrete
ASTM C31	Standard Method of Making and Curing Concrete Test Specimens in the Field
ASTM C39	Standard Test for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Ready-Mixed Concrete
ASTM C109	Compressive Strength
ASTM C143	Standard Test for Slump of Portland Cement Concrete
ASTM C150	Portland Cement
ASTM C172	Sampling Fresh Concrete
ASTM C309	Liquid Membrane-Forming Compounds for Curing Concrete
ASTM D4259	Standard Practice for Abrading Concrete
ASTM D4263	Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method
ASTM E329	Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction

1.03 QUALITY ASSURANCE

A. Contractor, applying iron aggregate topping, shall have a minimum of five years experience placing heavy-duty metallic floor toppings. Contractor shall provide documentation of jobs, including addresses of projects and possible contact person. Contractor shall also be an installer certified by the topping manufacturer.

B. Material shall demonstrate a minimum 1-day compressive strength of 5,000 pounds per square inch (psi) and a minimum 28-day compressive strength of 12,000psi, when mixed to a 5 to 7-inch slump consistency, to reflect field placement conditions. Contractor shall provide all testing.

1.04 SUBMITTALS

A. Submit manufacturer's specification sheets and installation guidelines for all products to be incorporated into the work. Include letter listing all products to be incorporated and their specific usage. Include proposed schedule for review.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Iron Aggregate Topping: MASTERTOP 300 ANVIL-TOP, by Degussa, DELTATOP by Delta Pacific (Euclid), or approved equal. Topping shall consist of specially processed graded iron aggregate, tested cement, and technical components. Material has been formulated and processed under stringent quality control, free from non-ferrous particles, rust and material used to disguise rust.
- B. Epoxy Crack Filler: material and installation as recommended by the topping manufacturer.
- C. Epoxy Bonding Agent: material and installation as recommended by the topping manufacturer.
- D. Curing Compound: material and installation as recommended by the topping manufacturer.
- E. Control Joint Sealer: material and installation as recommended by the topping manufacturer.
- F. Evaporation Retardant and Finishing Aid: material and installation as recommended by the topping manufacturer. Material shall be a monomolecular film as recommended by ACI 305, used to aid in the maintaining of topping moisture.

PART 3 – EXECUTION

3.01 APPLICATION OVER EXISTING CONCRETE SLAB

- A. For proper bond, the surface should show a 1/8-inch or a 1/4-inch amplitude as recommended by the topping manufacturer. Extensive coarse aggregate shall be revealed. The surface shall be free of chemical contaminants, rough to the touch, dry, clean (free of dust/loose materials), and structurally sound.

- B. Test the surface per manufacturer's recommendations to determine substrate surface tensile strength after preparation for bonding. The minimum tensile bond pull off strength shall not be less than 250 psi. The surface must comply with Section 4.2 of ACI 503.5-92.
- C. Double saw cut the perimeter of the renovation area to the required depth of repair and remove existing topping and concrete as required to the plan area shown on the drawings. In areas where concrete is not removed, shot blasting with heavy media shall be required to expose a properly prepared surface. If shot blasting cannot achieve such a surface, additional chipping may be required.
- D. Clean roughened concrete thoroughly, using oil-free compressed air or water blast and allow to thoroughly dry. Moisture content of the concrete shall be tested according to the manufacturer's recommendation. Surface shall be tested for moisture in concrete per ASTM D 4263.
- E. Use an epoxy crack filler at all shrinkage cracks in the underlying substrate prior to applying epoxy bonding agent and installation of topping.
- F. Use an epoxy bonding agent to bond the topping to the existing concrete. Mix according to label instructions and brush or roll onto the concrete surface. If the bonding agent has set, brush additional bonding agent over the hardened material. DO NOT ATTEMPT to retemper with solvents. Cover only enough surface that can be topped with the topping while the epoxy is still tacky.
- G. To minimize curling at the edges, anchor pins shall be installed into the existing concrete at a spacing as recommended by the topping manufacturer.

3.02 MIXING

- A. Thoroughly mix, according to manufacturer's recommendation, to a 5 to 7 in. (127 to 178mm) slump consistency.

3.03 PLACING AND FINISHING

- A. Discharge topping for immediate placing and screeding according to manufacturer's recommendations. Thickness shall be as required as noted on the drawings and to match adjacent surfaces.

3.04 FLOATING

- A. Immediately after screeding, float the surface with a magnesium bull float. Obtain a void-free level surface with this operation. As soon as the topping will support an operator and machine without disturbing the level or working up excessive fines, float the surface with a mechanical float machine.

- B. Evaporation retardant should be used as recommended by the topping manufacturer.

3.05 FINISHING

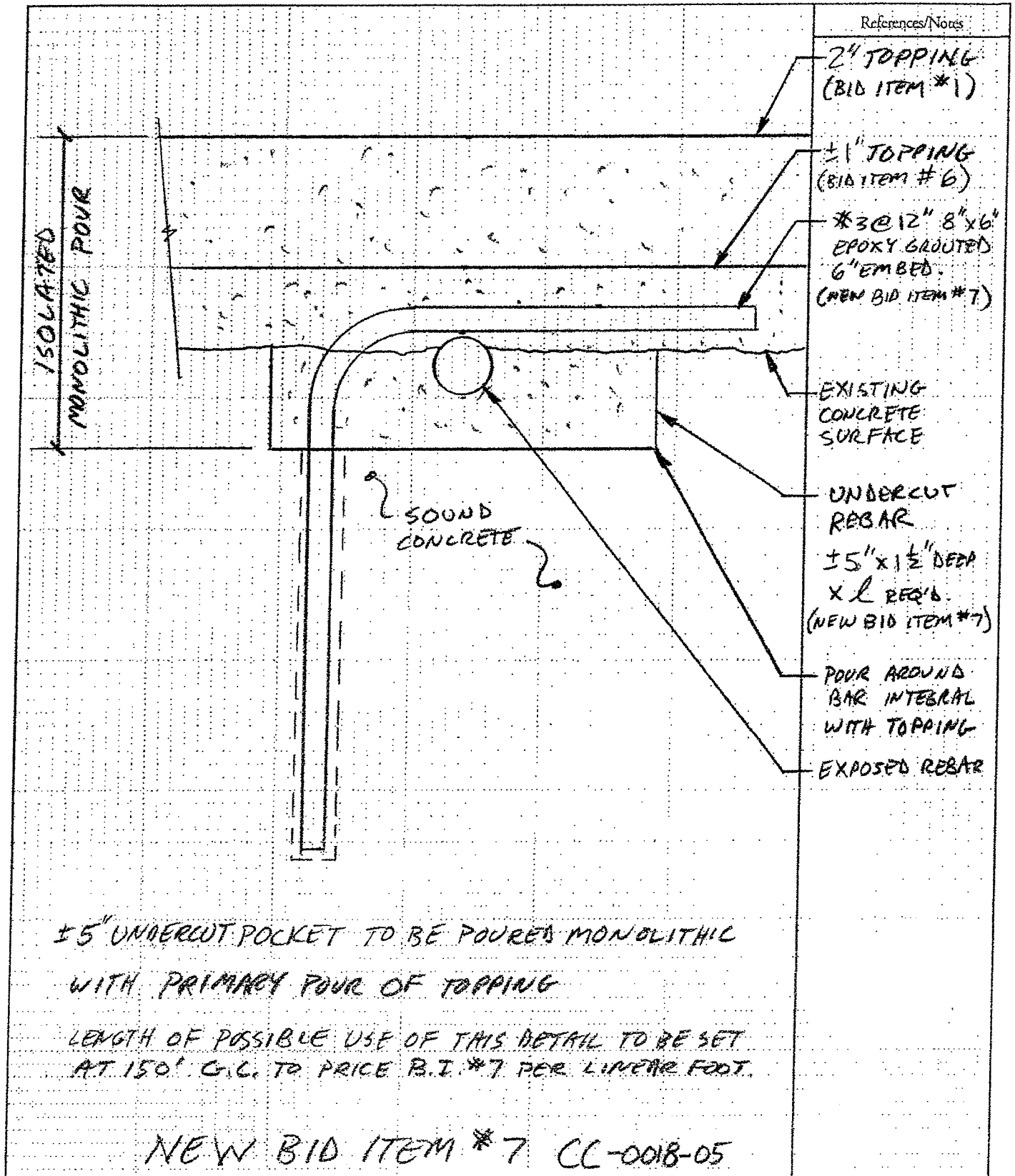
- A. Provide a hard or burnished troweled finish for maximum consolidation of the topping. Use care in regard to the blade angle during early trowelling to avoid blistering.

3.06 CURING AND PROTECTION

- A. Provide membrane curing for 3 days or wet cure for 7 days, ensuring that the topping is not allowed to dry out with special attention given to the edges of the work area. Curing shall be in accordance with the topping manufacturer's instructions.
- B. Following wet cure, two coats of a liquid membrane forming curing compound shall be applied at the topping manufacturer's recommended coverage rate.

****END OF SECTION****

Date Checked	Checked By	Job Number	By	Date	Calc. No.	Sheet No.
—	—	125782	R. HARRISON	9-6-05		1
Project			Subject			
SEMINOLE CTS TIPPING			NEW BID ITEM #7 @ EXPOSED REBAR			



SECTION 01025

MEASUREMENT AND PAYMENT

PART 1--GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed and establishes the basis on which payment will be made

1.02 MEASUREMENT

Quantities shown on bid form and as reflected on the project drawings or provided in these specifications are approximate. Prior to submitting a bid, the Contractor shall inspect the site and visually observe the area where floor topping is worn, where floor topping has been removed and repaired, and where delamination has been observed. The Contractor may perform non-destructive testing of the repair areas prior to submitting its bid to confirm the material quantities for the project.

1.03 PAYMENT

- A. **Lump Sum Items.** No separate payment will be made for any item of work required to complete the work included in a lump sum bid item. Payment of the contract lump sum bid price shall be full compensation for furnishing all labor, equipment, and products necessary to renovate the tipping floor, as indicated on the project drawings.
- B. **Unit Price Items.** Separate payment will be made for Additive Alternate 2, epoxy crack filler and removal and reinstallation of existing Anvil-Top floor that is greater than 1-1/2" thick.
 - 1. **Additive Alternate 2.** Payment will be made under this bid item for each square foot of existing Anvil-Top removed and installation of new iron aggregate topping adjacent to the drive through lane. For bid purposes, 500 square feet of area shall be used to determine the bid price. No work shall be performed or paid for under this bid item without prior approval of the Engineer and Owner.
 - 2. **Epoxy Crack Filler.** Payment will be made under this bid item for each linear foot of epoxy crack filler installed within the area requiring overlay of the new iron aggregate topping. For bid purposes, 500 linear feet of crack length shall be used to determine the bid price. No work shall be

performed or paid for under this bid item without prior approval of the Engineer and Owner.

3. **Areas of floor with existing unacceptable Anvil-Top greater than 1-1/2" thick.** Payment will be made under this bid item for each cubic foot material removed and replaced with new iron aggregate floor topping that is outside the depth identified by project drawing or specifications as part of the base bid. For bid purposes, 250 square feet of area shall be used to determine the bid price. No work shall be performed or paid for under this bid item without prior approval of the Engineer and Owner.
4. **Areas of floor with existing reinforcing steel exposed.** Payment will be made under this bid item for each linear foot of rebar repair that is performed in accordance with the detail attached to Addendum #2. For bid purposes, 150 linear feet of rebar repair shall be used to determine the bid price. This item shall include chipping under reinforcing steel (square cut), installing #3@12" dowels (drilled and epoxy grouted), applying epoxy bonding agent as required for all topping, and installing the additional iron aggregate topping needed to fill the undercut as a monolithic pour with the rest of the topping pour. No work shall be performed or paid for under this bid item without prior approval of the Engineer and Owner.

PART 2 --MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 --EXECUTION

(Not Applicable)

****END OF SECTION****

BID FORM

PURCHASING COPY

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Central Transfer Station Tipping Floor Renovation
COUNTY CONTRACT NO.: CC-0018-05/WHJ

Name of Bidder: Delta Pacific Builders, Inc.

Mailing Address: 15552 Commerce Lane

Street Address: Same as Above

City/State/Zip: Huntington Beach, CA 92649

Phone Number: (714) 891-9080

FAX Number: (714) 897-0163

Contractor License Number: CA Lic.# 327614

TO: Purchasing and Contracts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 3, on file at the Purchasing and Contracts 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.

BID FORM

AGREEMENT TITLE: Central Transfer Station Tipping Floor Renovation
COUNTY CONTRACT NO.: CC-0018-05/WHJ

TO: Board of County Commissioners
Seminole County, Florida

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

TOTAL AMOUNT OF BASE BID: \$527,500.00
Numbers

Five Hundred Twenty-Seven Thousand, Five Hundred Dollars & 00/100.

(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.

Section 00150 - Trench Safety Act Form

Section 00160 - Bidder Information Forms

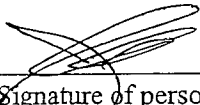
Section 00300 - Non-Collusion Affidavit of Bidder Form

Section 00310 - Certification of Nonsegregated Facilities Form

Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 16th day of September, 2005.

Delta Pacific Builders, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

James L. Andrews
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS "Bidder's Bond"

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

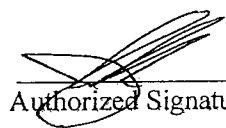
REVISED BID FORM

AGREEMENT TITLE: Central Transfer Station Tipping Floor Renovation
 COUNTY CONTRACT NO.: CC-0018-05/WHJ

Bid Item	Description	Units	Estimated Quantities	Unit Price	Bid Price @ Unit Price
1	New Iron Aggregate Topping	SF	8800	Lump Sum	334,400.00
2	Additive Alternate 1 New Iron Aggregate Topping Adjacent to Drive Through Lane	SF	1600	Lump Sum	60,800.00
3	Additive Alternate 2 Patching with New Iron Aggregate Topping Adjacent to Drive Through Lane	SF	Less Than 500	Square Foot	19,000.00
4	Additive Alternate 3 New Iron Aggregate Topping to Adjacent CJ's in Bays 1 and 5	SF	1600	Lump Sum	60,800.00
5	Epoxy Crack Filler (Shrinkage Cracks)	Linear Foot	Less than 500	Linear Foot	5,000.00
6	Areas of Floor with Existing Unacceptable Anvil-Top Greater Than 1-1/2" Thick ¹	Cubic Foot	Less than 250	Cubic Foot	40,000.00
7	Rebar Repair per Sketch Attached to Addendum #2	Linear Foot	150	Linear Foot	7,500.00
			Total Base Bid \$ <u>527, 500.00</u> (Report this figure on Bid Form 00100-3)		

Delta Pacific Builders, Inc.
 Company Name

September 16, 2005
 Date


 Authorized Signature

James L. Andrews
 Printed Name

¹ This Quantity is to include the demolition of existing unacceptable Anvil-Top that is greater than 1 1/2" thick and the material and installation of new topping to bring this area back flush with the rest of the existing slab.