

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Pedestrian Overpass Design Build Project

DEPARTMENT: Fiscal Services DIVISION: Purchasing and Contracts

AUTHORIZED BY: Lisa Spriggs *LS* CONTACT: Ray Hooper *RH* EXT. 7111

Agenda Date <u>11-07-2006</u> Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Review the clarifications and options submitted by American Bridge Company, Orlando and select a final design for DB-0577-06/DRR-U.S. 17/92 Pedestrian Overpass Design Build Project.

BACKGROUND:

DESIGN / BUILD

- 53. DB-0577-06/DRR will provide professional design and construction by the Design/Builder of a pedestrian overpass over U.S. Highway 17/92 at General Hutchison Parkway within the Spring Hammock Preserve just north of Longwood and Winter Springs. The overpass will accommodate multi-users such as, pedestrians, bicyclist and in-line skaters. The preferred location of the overpass structure will cross U.S. 17/92 at the south side of the General Hutchison Parkway intersection. The overpass will provide Cross Seminole Trail users an uninterrupted trail crossing over U.S. 17/92. The Cross Seminole Trail, constructed under a separate contract will connect to the eastern and western terminus of this overpass project.

The overpass structure will clear span U.S. 17/92 with piers located outside of the U.S. 17/92 right-of-way with the appropriate clear zone from the travel lanes. The design must accommodate the proposed widening of U.S. 17/92 by FDOT. The overpass is expected to reflect the surrounding area and be attractive, practical and functional. There will not be any lighting on the overpass.

Reviewed by:
Co Atty: _____
DFS: _____
Other: <u>N/A</u>
DCM: _____
CM: <i>Oae</i>
File No. <u>RFSP00</u>

On September 26, 2006, the Board was presented with the three proposals submitted for the project. The firms submitting were (listed alphabetically):

- American Bridge Company, Orlando;
- Johnson Brothers Corporation, Orlando;
- Southland Construction Company, Inc., Apopka.

The Board selected the design of American Bridge Company, Orlando (\$4,885,000.00) but requested that American Bridge Company provide two additional options to their design along with maintainability of the designs. Color renderings with the price variations for the two options were provided to the Board. Black and white renderings are included in the backup. Maintenance details for each of the designs are also included.

A. Base Bid / "As Submitted" Option

The original design is covered at each end with a green mesh that has a 60% open hole pattern. The mesh covers approximately 20% of the span at each end. The price for this design was negotiated to \$4,875,000.00 and the schedule is 15 months.

B. Option 1

This design illustrates the green mesh covering across the entire span. The additional cost for this design is \$340,000.00 for a total of \$5,215,000.00 and will add one month to the schedule.

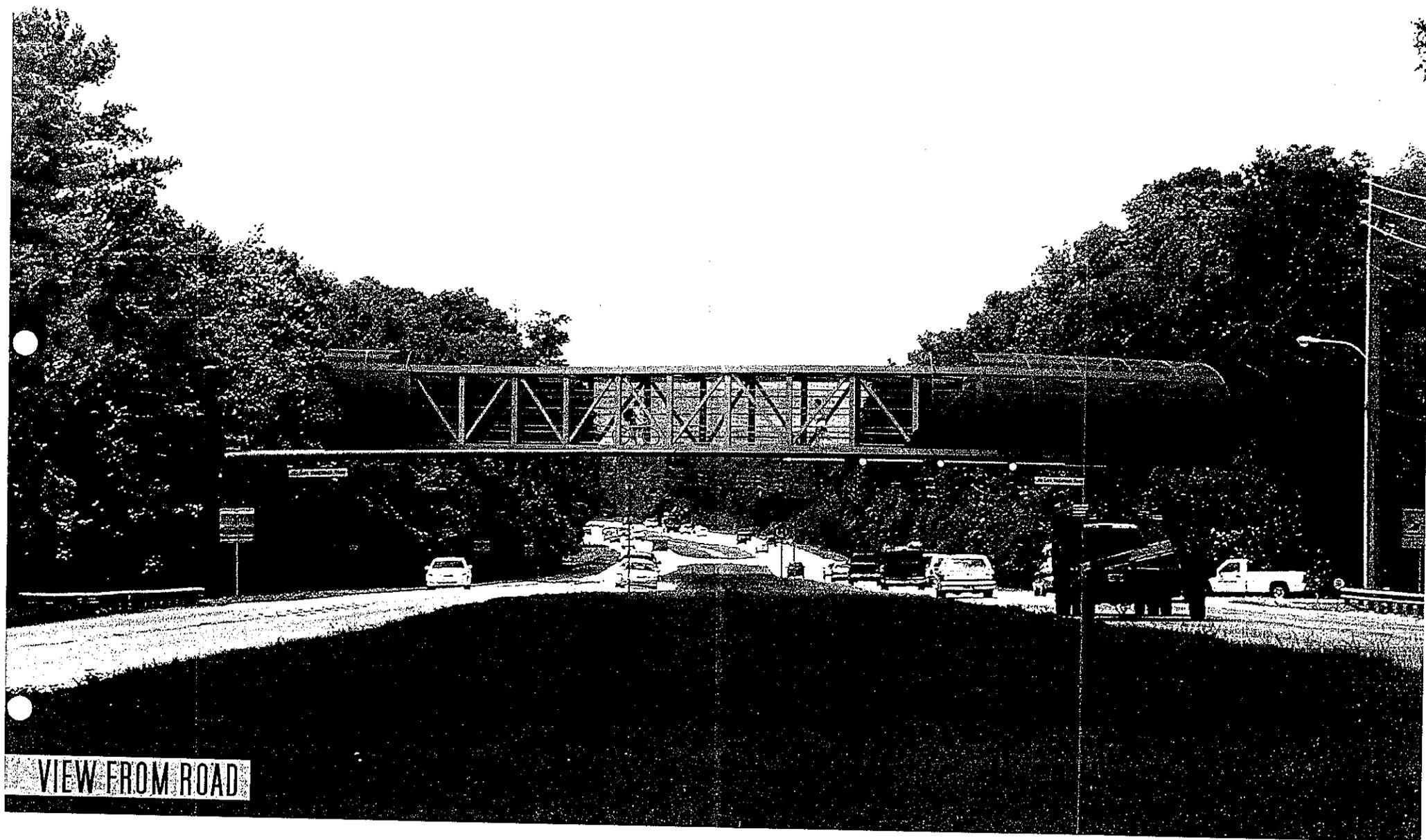
C. Option 2

This design shows shaded trusses only with no green mesh covering. A \$210,000.00 deduction in the cost brings the price of this design to \$4,665,000.00 with no change in the schedule.

American Bridge's proposal did not include any costs associated with the need to relocate utilities for Progress Energy. The other proposers included a utility relocation cost of approximately \$100,000 (\$110,000 Southland & \$75,000 Johnson Bros). American Bridge's proposed gravity walls need to be extended on one side of each ramp to allow a minimum of 8' clearance between the edge of the trail corridor and the earthen bridge embankments. That 8' minimum clearance is needed for access of emergency and maintenance vehicles to the trail corridor. The cost of extending those gravity walls is approximately \$40K. There is sufficient funding in account 077541.560650, sub-ledger 229202 to support any of the options.

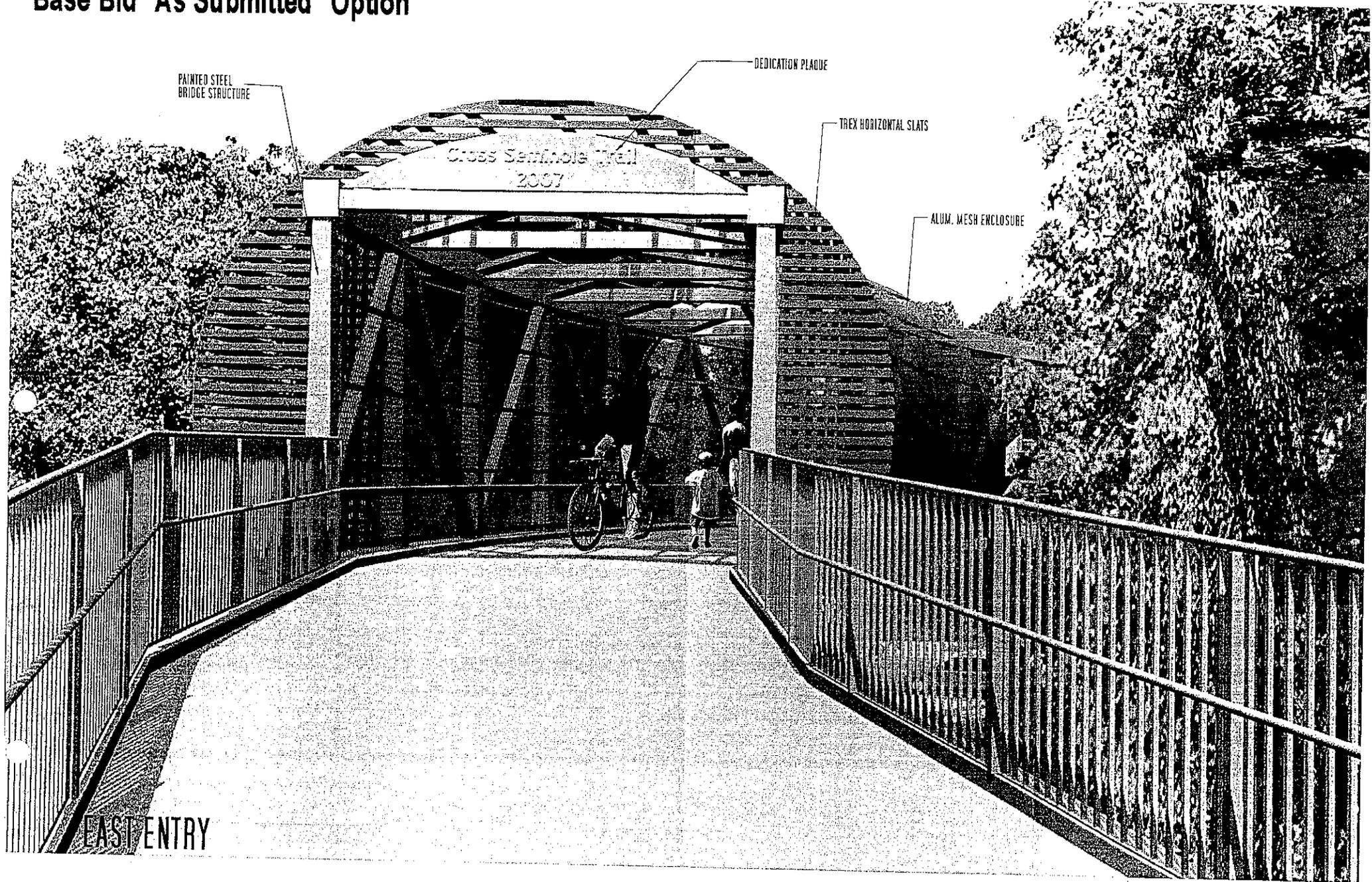
Public Works / Engineering Division and Fiscal Services / Purchasing and Contracts Division request the Board approve one of the above options and authorize staff to negotiate any outstanding issues with American Bridge Company and authorize the Chairman to execute the agreement as prepared by the County Attorney's office.

Base Bid "As Submitted" Option



VIEW FROM ROAD

Base Bid "As Submitted" Option



PAINTED STEEL
BRIDGE STRUCTURE

DEDICATION PLAQUE

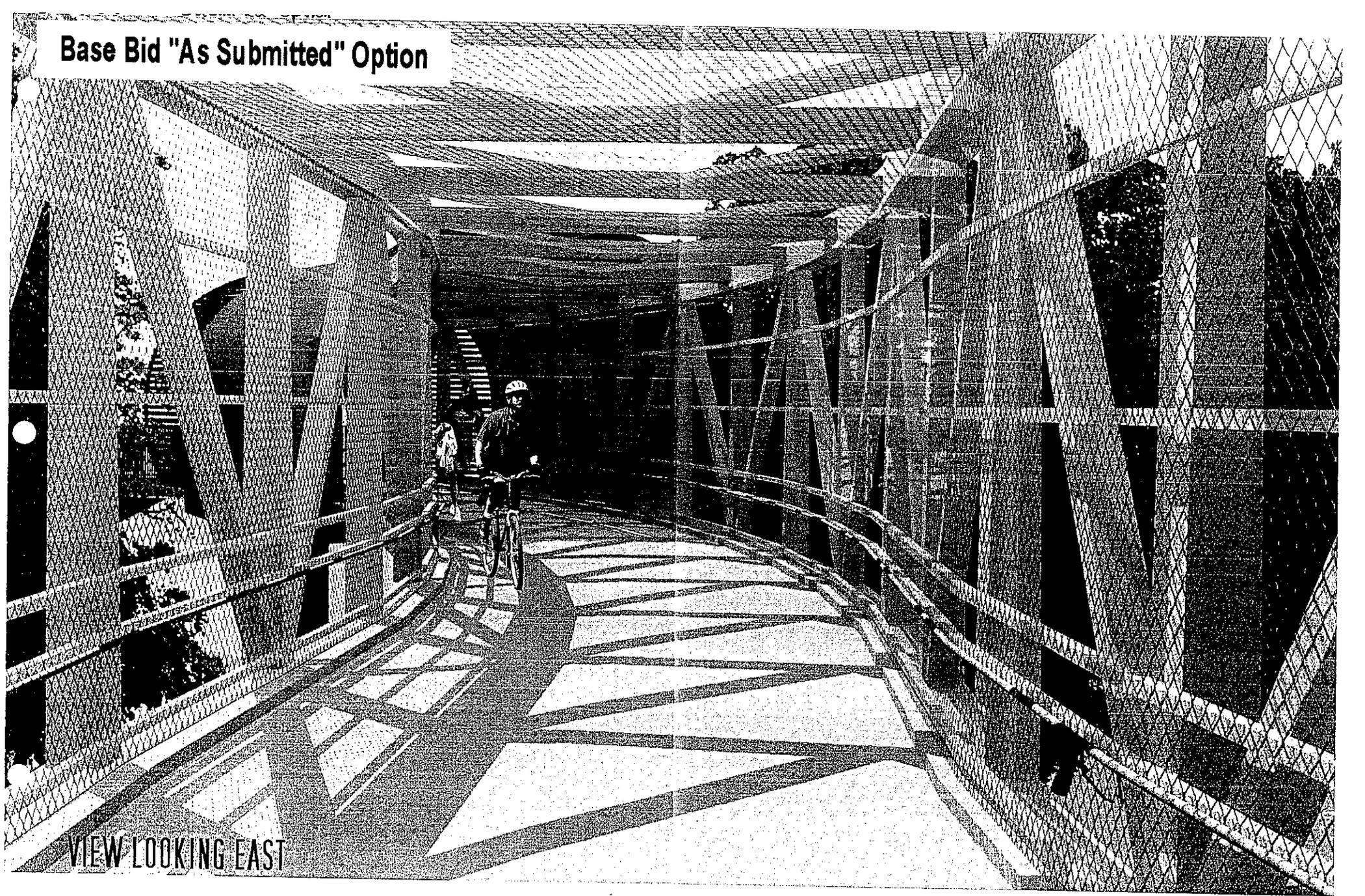
TREX HORIZONTAL SLATS

ALUM. MESH ENCLOSURE

Cross Seminole Trail
2007

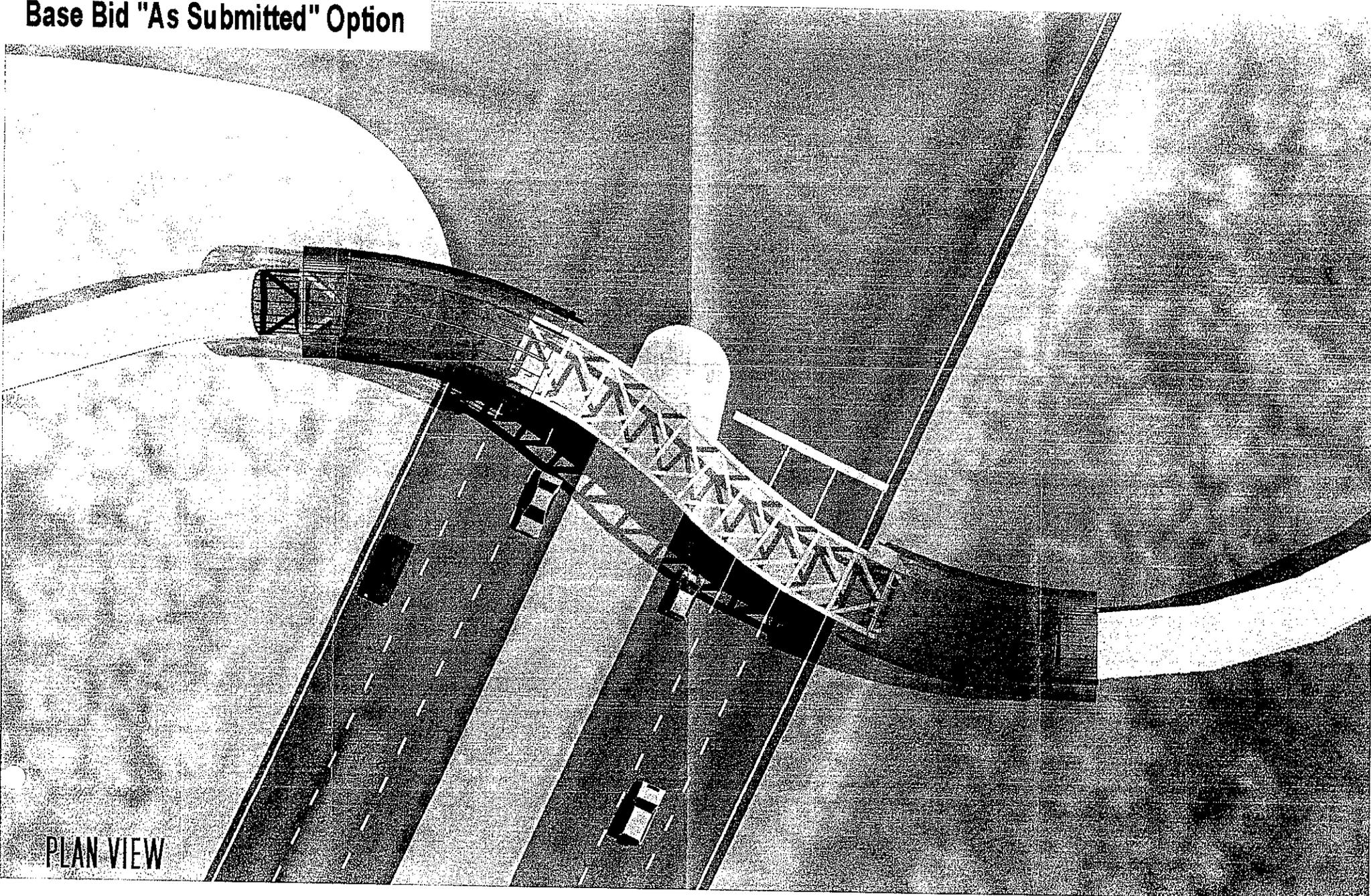
EAST ENTRY

Base Bid "As Submitted" Option



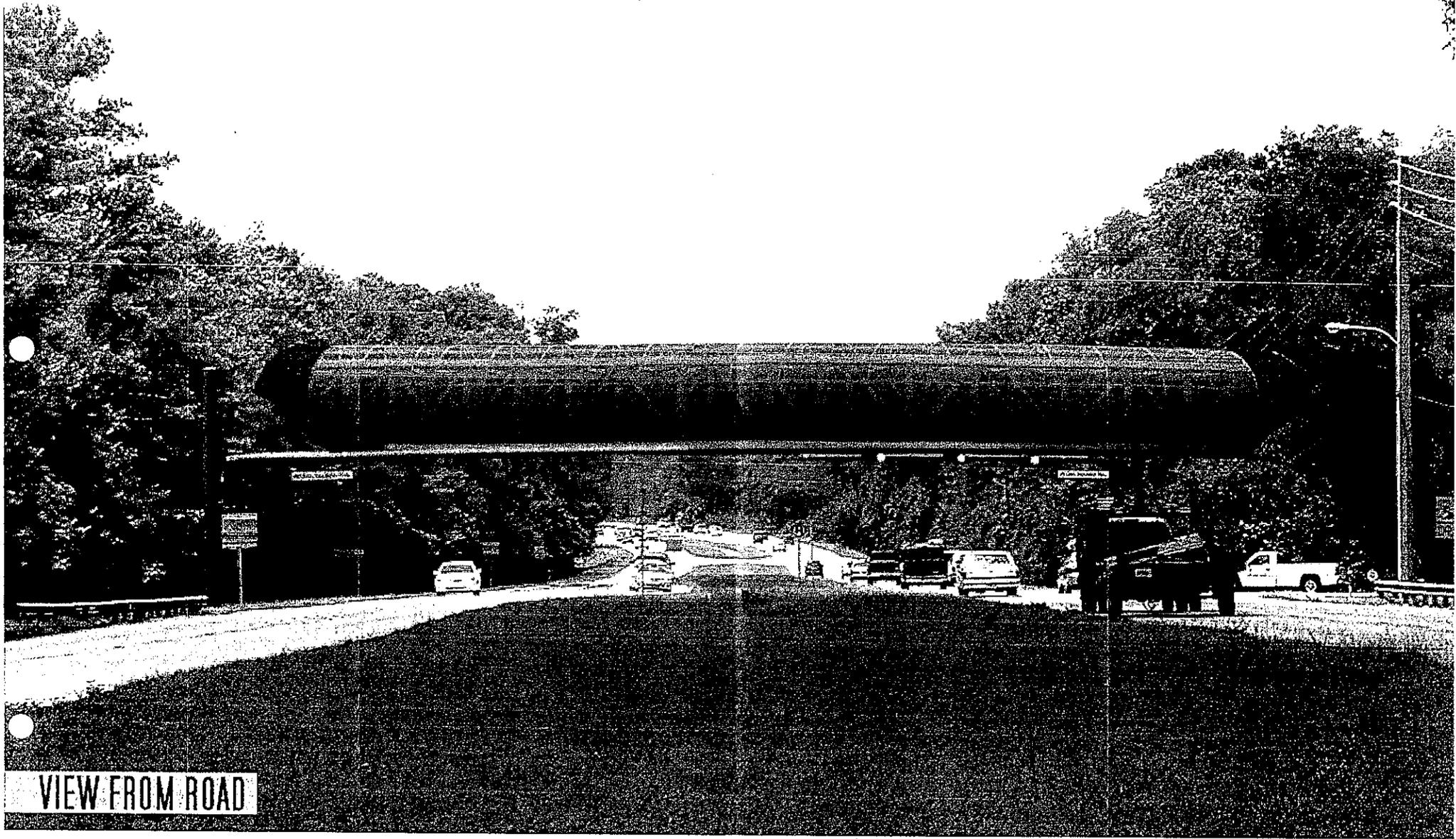
VIEW LOOKING EAST

Base Bid "As Submitted" Option



PLAN VIEW

Option 1



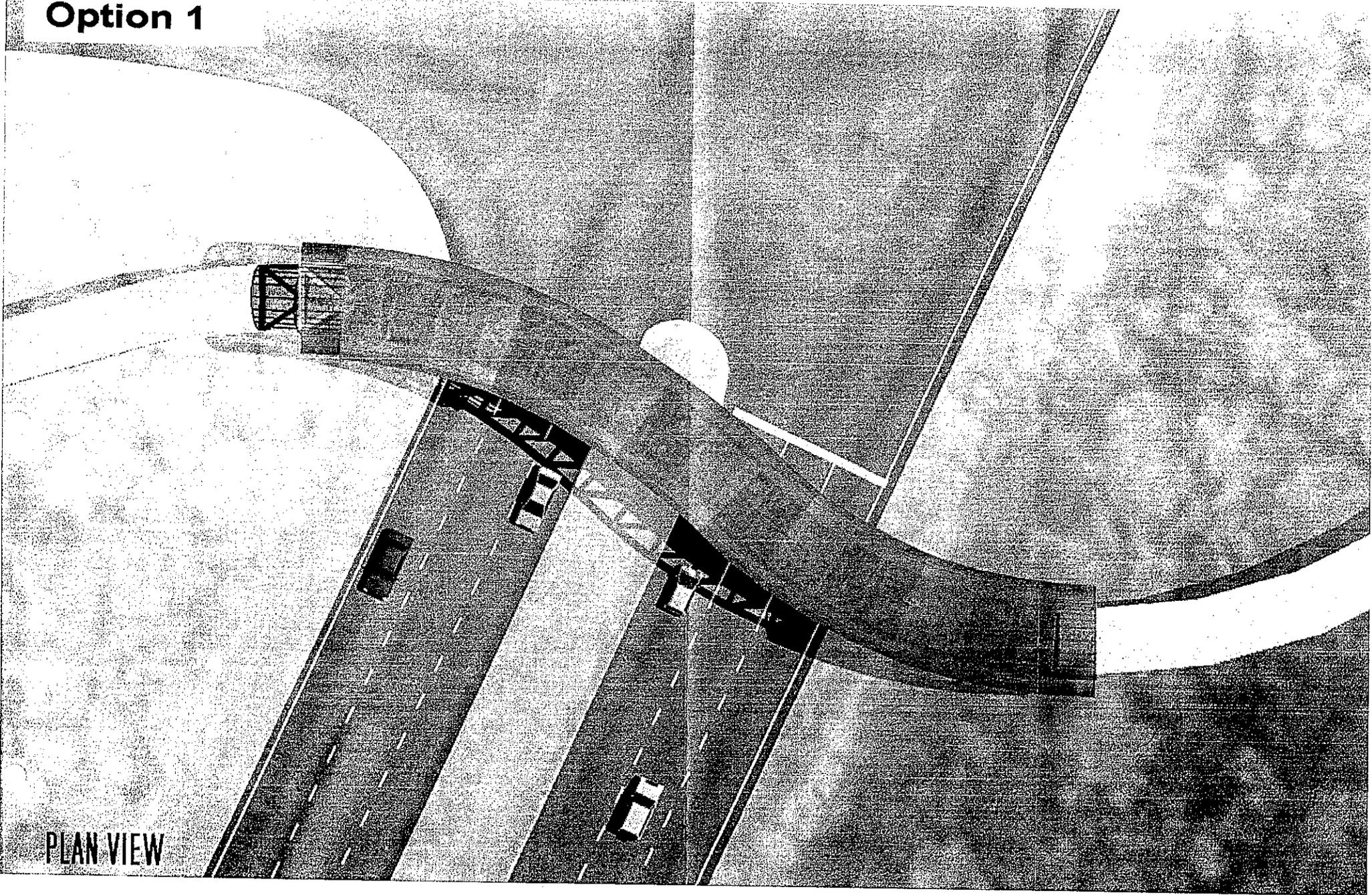
VIEW FROM ROAD

Option 1



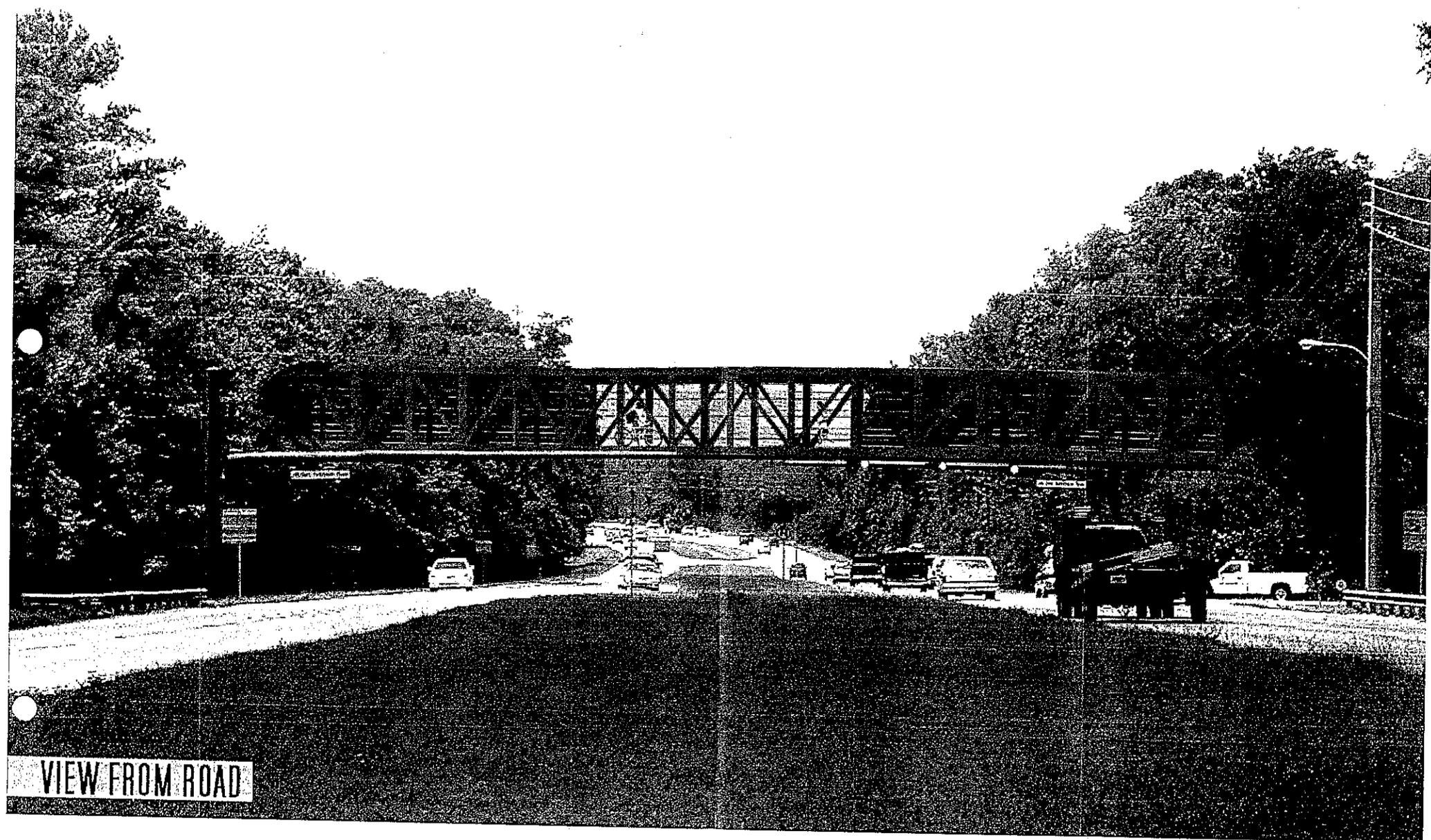
VIEW LOOKING WEST

Option 1



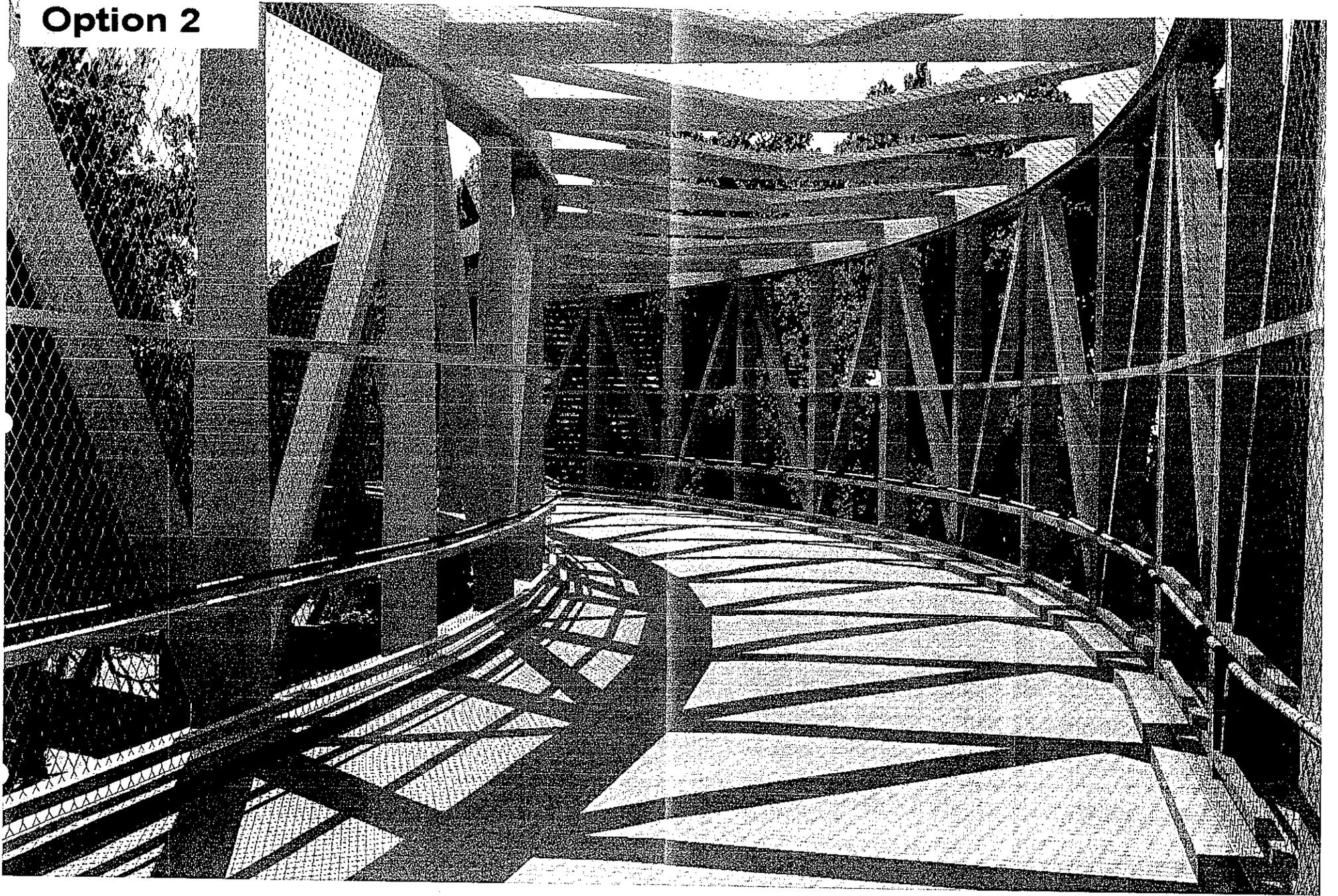
PLAN VIEW

Option 2

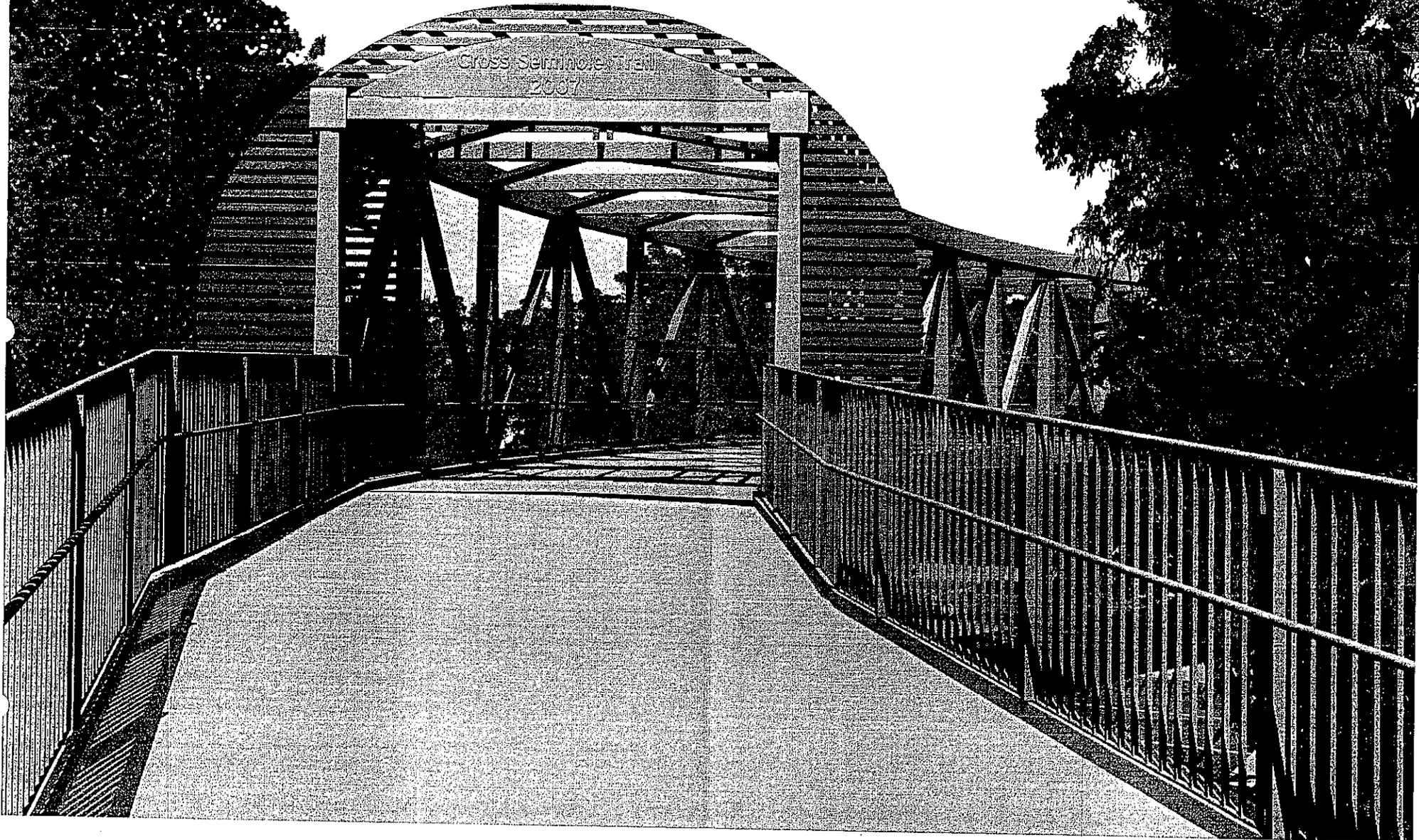


VIEW FROM ROAD

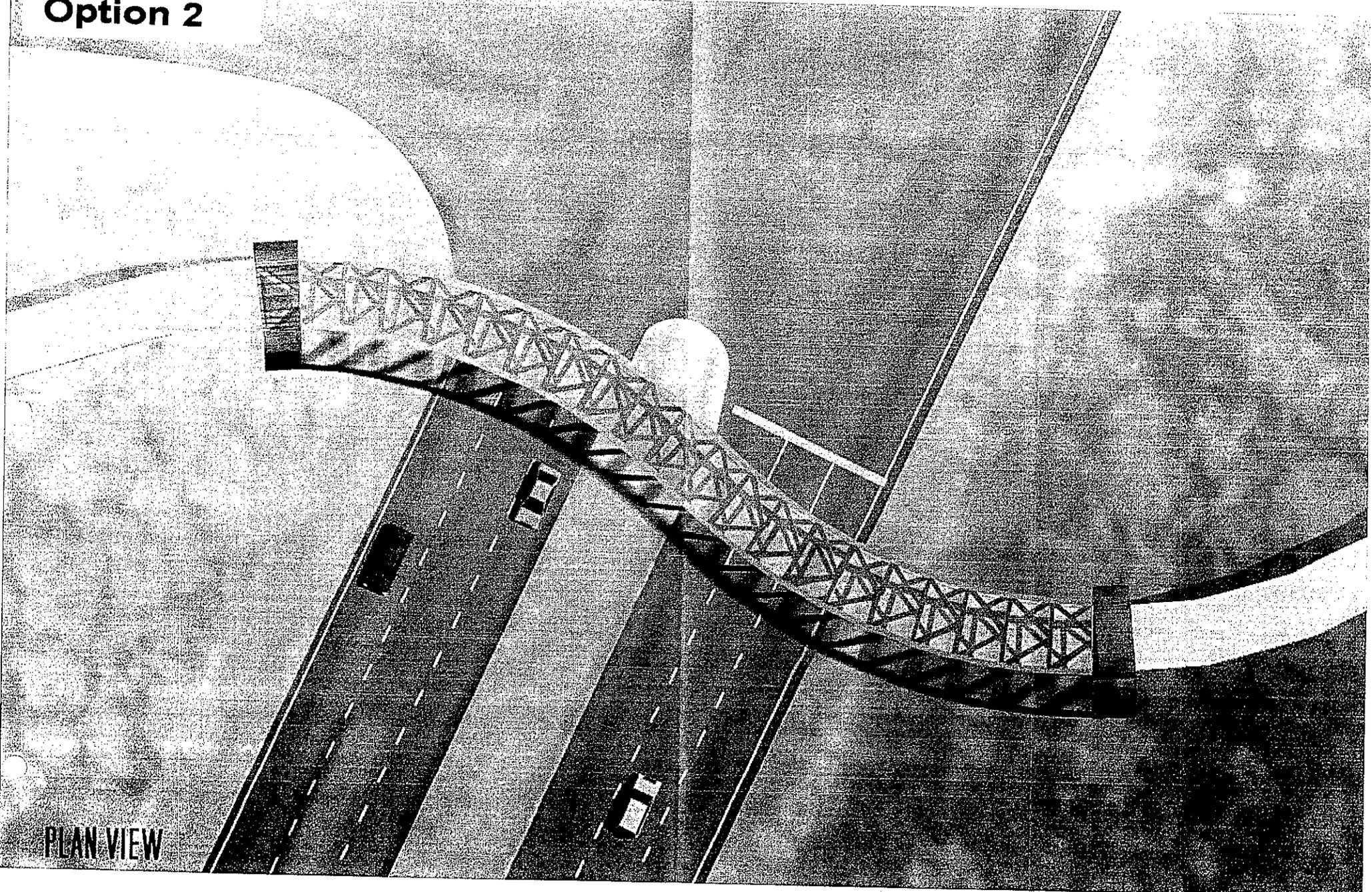
Option 2



Option 2



Option 2



PLAN VIEW

DRAFT

**DESIGN/BUILD CONTRACT (DB-0577-06/DRR)
US 17-92 PEDESTRIAN OVERPASS**

THIS CONTRACT, is made and entered into this ___ day of _____, 20____, by and between **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 referred to as "OWNER," and _____, whose address is _____, hereinafter referred to as "DESIGN/BUILDER".

W I T N E S S E T H:

WHEREAS, the OWNER desires to retain the services of a competent and qualified DESIGN/BUILDER to provide professional engineering and perform construction services for the US 17-92 Pedestrian Overpass Design/Build Project; and

WHEREAS, DESIGN/BUILDER has certified that it is competent and qualified and desires to undertake the work according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the OWNER and DESIGN/BUILDER agree as follows:

SECTION 1. SCOPE OF WORK. DESIGN/BUILDER shall complete all Work as specified or indicated in the Contract Documents attached hereto and incorporated herein as Attachment "1".

SECTION 2. COMMENCEMENT AND COMPLETION OF WORK.

(a) Time is of the essence with respect to all time limits stated in the Schedule attached hereto and incorporated herein as Attachment "2". The DESIGN/BUILDER shall expedite the Work and achieve completion within the time permitted by the Contract.

(b) The DESIGN/BUILDER shall commence work upon the date specified in the Notice to Proceed. The time frame for completion of the Work commences counting down on the date specified in the Notice to Proceed.

(c) The DESIGN/BUILDER shall prosecute the Work with faithfulness and diligence and shall complete the Work in accordance with the Schedule, attached hereto and incorporated herein as Attachment "2".

SECTION 3. THE CONTRACT SUM.

(a) The OWNER agrees to pay the DESIGN/BUILDER a fee not to exceed the sum of _____ DOLLARS (\$), for all Work provided hereunder by the DESIGN/BUILDER. The above Contract Sum may only be increased or decreased by properly authorized Change Orders as provided in the Contract Documents.

(b) DESIGN/BUILDER agrees to accept the Contract Price as full compensation for doing all professional Work and construction 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 DESIGN/BUILDER acknowledges that DESIGN/BUILDER studied, considered, and included in DESIGN/BUILDER'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; and (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 DESIGN/BUILDER acknowledges that DESIGN/BUILDER'S Total Bid (original Contract Price) considered and included all of DESIGN/BUILDER'S costs relating to DESIGN/BUILDER'S responsibilities to coordinate and sequence the Work of the DESIGN/BUILDER with the work of the COUNTY with its own forces, the work of other utility DESIGN/BUILDER and the work of others at the Project site.

SECTION 4. FIXED FEE COMPENSATION AND PAYMENT. Payments shall be made to the DESIGN/BUILDER when requested as work progresses for services furnished, but not more than once monthly. DESIGN/BUILDER may invoice amount due based on percentage of total required services actually performed and completed. Upon review and approval of DESIGN/BUILDER's invoice, the OWNER shall, within thirty (30) days of receipt of the invoice, pay DESIGN/BUILDER ninety percent (90%) of the approved amount and retain the remaining ten percent (10%) until completion of all remaining work required by the Scope of Services. If OWNER determines that all work is substantially complete or that work by subcontractors is substantially complete and the amount retained is considered to be in excess, the OWNER may, at its discretion, release the retainage or portions of the retainage for all work or the specific retainage of individual subcontractors.

SECTION 5. BILLING AND PAYMENT.

(a) DESIGN/BUILDER shall render to the OWNER, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the DESIGN/BUILDER;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the DESIGN/BUILDER for all services performed by the DESIGN/BUILDER

during that month and for which the OWNER is billed;

(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Contract or requested by the OWNER from time to time.

The original invoice shall be sent to:

Seminole County Engineering Division
520 W. Lake Mary Blvd, Ste 200
Sanford, FL 32773

A duplicate copy of the invoice shall be sent to:

Seminole County Finance Department
1101 E. First St
Sanford, FL 32771

(b) Payment shall be made after review and approval by OWNER within thirty (30) days of receipt of a proper invoice from the DESIGN/BUILDER.

(c) It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Surety Bonds hereto attached for its faithful performance and payment of labor and materials, the OWNER shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance and payments of the Work, the DESIGN/BUILDER shall, at its expense, and within seven (7) days after the receipt of Notice from the OWNER to do so, furnish additional bonds, in such form and amounts, and with such Sureties as shall be satisfactory to the OWNER. In such event, no further payment to the DESIGN/BUILDER shall be deemed due under this Contract until such new or additional security for the faithful performance and for payment of labor and materials of the Work shall be furnished in manner and form satisfactory to the OWNER. The DESIGN/BUILDER must keep the Performance

Bonds active until acceptance of the Project by OWNER.

SECTION 6. FINAL PAYMENT. Final payment shall be made to the DESIGN/BUILDER after submission by the DESIGN/BUILDER of evidence satisfactory to the OWNER that all payrolls, subcontractor's material bills and other costs incurred by the DESIGN/BUILDER in connection with the Work have been paid in full and after all warranties and guarantees that may be required by the Contract Documents have been furnished and are found acceptable by the OWNER. Final Payment on this Contract shall be made within sixty (60) days after the above stated requirements have been met and upon completion of all Work by DESIGN/BUILDER, certification and approval of Final Payment by the Project Engineer, and acceptance of such work by the OWNER.

SECTION 7. RESPONSIBILITIES OF DESIGN/BUILDER.

(a) DESIGN/BUILDER shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the DESIGN/BUILDER under this Contract. DESIGN/BUILDER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract nor of any cause of action arising out of the performance of this Contract and the DESIGN/BUILDER shall be and always remain liable to the OWNER in accordance with applicable law for any and all damages to the OWNER caused by the

DESIGN/BUILDER's negligent or wrongful performance of any of the services furnished under this Contract.

SECTION 8. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire Contract between OWNER and DESIGN/BUILDER are attached to this Contract, or are incorporated herein as if fully set forth, and consist of the following:

- (a) Contract, including all Attachments thereto
- (b) Modification(s), amendment(s) or addenda(s) including change orders duly executed subsequent to the execution of this Contract,
- (c) Exhibits,
- (d) Special Conditions,
- (e) Technical Specifications, and
- (f) General Conditions.

SECTION 9. ORDER OF PRECEDENCE.

(a) The Contract Documents are to be considered as one and any one of the Contract Documents calls for shall be as binding as if called for by all. In the event of inconsistencies or ambiguities, the Contract Documents shall be controlling in the following order of precedence:

- (1) Contract and Attachments,
- (2) RFP Submittal with revisions,
- (3) Modifications, Amendments, Addenda, Change Orders,
- (4) General Conditions,
- (5) Payment and Performance Bonds,
- (6) DESIGN/BUILDER'S Bid Proposal to the extent that it has been referenced and incorporated into the Contract Documents,
- (7) Special Conditions, and
- (8) Technical Specifications

(b) The OWNER shall resolve any inconsistency or ambiguity in the Contract Documents after consultation with the Engineer of record based on the above order of precedence and the OWNER's decision shall be final and binding upon all parties.

SECTION 10. TERMINATION.

(a) The OWNER may, by written notice to the DESIGN/BUILDER, terminate this Contract, in whole or in part, at any time, either for the OWNER's convenience or because of the failure of the DESIGN/BUILDER to fulfill DESIGN/BUILDER Contract obligations. Upon receipt of such notice, the DESIGN/BUILDER shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the OWNER all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the DESIGN/BUILDER in performing this Contract, whether completed or in process.

(b) If the termination is for the convenience of the OWNER, the DESIGN/BUILDER shall be paid compensation for its services performed to the date of termination based on the percentage of work completed. The OWNER shall not be obligated to pay for any work performed by DESIGN/BUILDER after notice of termination has been given.

(c) If the termination is due to the failure of the DESIGN/BUILDER to fulfill its Contract obligations, the OWNER may take over the work and prosecute same to completion by Contract or otherwise. In such case, the DESIGN/BUILDER shall be liable to the OWNER for reasonable additional costs occasioned to the OWNER thereby. The DESIGN/BUILDER shall not be liable for such additional costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the DESIGN/BUILDER. Such causes

may include, but are not limited to, acts of God or of the public enemy, acts of the OWNER in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather,; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the DESIGN/BUILDER.

(d) If, after notice of termination for failure to fulfill Contract obligations, it is determined that the DESIGN/BUILDER had not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER. In such event, adjustment in the Contract price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

SECTION 11. NO CONTINGENT FEES. DESIGN/BUILDER warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the DESIGN/BUILDER, to solicit or secure this Contract and that DESIGN/BUILDER has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for DESIGN/BUILDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, OWNER shall have the right to terminate the Contract at its discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEMNIFICATION. The DESIGN/BUILDER agrees to hold harmless and indemnify the OWNER, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or

lawsuits for damages, arising in any way whatsoever from, allegedly arising from, or related to the provision of work hereunder by the DESIGN/BUILDER, its officers, agents, servants or employees. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the OWNER to the DESIGN/BUILDER, then TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) of the compensation set forth in this Contract shall be deemed to be such specific consideration. The DESIGN/BUILDER acknowledges the adequacy and sufficiency of said specific consideration.

SECTION 13. REPRESENTATIVES OF THE OWNER AND THE DESIGN/BUILDER.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Contract will arise. The OWNER, upon request by DESIGN/BUILDER, shall designate in writing and shall advise DESIGN/BUILDER in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Contract shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the OWNER's policy and decisions pertinent to the work covered by this Contract.

(b) DESIGN/BUILDER shall, at all times during the normal work week, designate or appoint one or more representatives of DESIGN/BUILDER authorized to act on behalf of and bind the DESIGN/BUILDER regarding all matters involving the conduct of performance pursuant to this Contract and shall keep OWNER continually and effectively advised of such designation.

SECTION 14. ASSIGNMENTS. Neither party to this Contract shall assign this Contract, nor any interest arising herein, without the written consent of the other.

SECTION 15. SUBCONTRACTORS.

(a) In the event DESIGN/BUILDER, during the term of this Contract, requires the services of any subcontractors in connection with services specified in this Contract, DESIGN/BUILDER must secure the prior written approval of the OWNER.

(b) In the event the OWNER and DESIGN/BUILDER subsequently agree to allow subcontractors, the DESIGN/BUILDER shall require the subcontractor to provide, in the same minimum amounts, General Liability insurance, Property Damage insurance and Workers' Compensation insurance as is required of the DESIGN/BUILDER.

(c) The DESIGN/BUILDER agrees to insert the clauses hereof entitled "Subcontractors" and "Equal Employment Opportunity" in all subcontracts.

(d) Within five (5) calendar days after the award of any subcontractor either by himself or a subcontractor, the DESIGN/BUILDER shall deliver to the OWNER a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted. The DESIGN/BUILDER shall at the same time furnish a statement signed by the subcontractor acknowledging the inclusion in his subcontract of the clauses of this Contract entitled "Equal Employment Opportunity" and "Subcontractors". Nothing contained in this Contract shall create any contractual relation between the subcontractor and the OWNER.

SECTION 16. INDEPENDENT DESIGN/BUILDER. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the DESIGN/BUILDER including its officers, employees, and agents, the agent, representative, or employee of the OWNER for any purpose, or in any manner, whatsoever. The DESIGN/BUILDER

is to be and shall remain an independent DESIGN/BUILDER with respect to all services performed under this Contract.

SECTION 17. EMPLOYEE STATUS. Persons employed by the DESIGN/BUILDER in the performance of services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the OWNER's officers and employees either by operation of law or by the OWNER.

SECTION 18. WORK NOT PROVIDED FOR. No claim for work furnished by the DESIGN/BUILDER not specifically provided for herein shall be honored by the OWNER.

SECTION 19. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, 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 OWNER:

Engineering Division
520 W. Lake Mary Blvd, Ste 200
Sanford, FL 32773

For DESIGN/BUILDER:

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 20. AMENDMENTS. OWNER or DESIGN/BUILDER may request amendments that would increase, decrease, change, or clarify any of the

provisions of this Contract. Such changes must be authorized by OWNER in writing and duly signed by the parties.

SECTION 21. EQUAL OPPORTUNITY EMPLOYMENT. DESIGN/BUILDER agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 22. RECORDS AND AUDITS.

(a) DESIGN/BUILDER shall maintain in his place of business all books, documents, papers, and other evidences pertaining to work performed under this Contract. DESIGN/BUILDER shall maintain detailed time records of all per hour work performed under the terms of this Contract. Time records shall clearly set forth in an organized and legible manner sufficient of post-audit and pre-audit by date, and the type of work performed with specificity.

(b) Such records shall be available at DESIGN/BUILDER's place of business at all reasonable times during the terms of this Contract and for five (5) years from the date of final payment under this Contract for audit or inspection by the OWNER or other duly authorized representatives.

SECTION 23. PUBLIC ENTITY CRIMES. The DESIGN/BUILDER warrants that it has not violated any Federal or State law with respect to the transaction of business with any public entity. The DESIGN/BUILDER shall, prior to execution of this Contract, file a sworn statement with

the OWNER of whether the DESIGN/BUILDER, or any affiliate of the DESIGN/BUILDER, has been convicted of a public entity crime. If the DESIGN/BUILDER requests approval of subcontractors, the DESIGN/BUILDER shall, prior to approval of the subcontractor by the OWNER, require the subcontractor to file with the OWNER a sworn statement of whether the subcontractor or an affiliate of the subcontractor has been convicted of a public entity crime. For the violation or breach of this provision, the OWNER shall have the right to terminate this Contract at its sole discretion, without further liability to DESIGN/BUILDER.

SECTION 24. TRENCH SAFETY. In the event that excavation work is required by these specifications, the DESIGN/BUILDER warrants that it will comply with the Trench Safety Act (Chapter 90-96, Laws of Florida) and provisions of the Occupational Safety and Health Administrations Excavation Safety Standards (29 C.F.R. Part 1926.650 Subpart P). The DESIGN/BUILDER shall bid excavation work as a separate item identifying cost of compliance in applicable Federal and State law.

SECTION 25. GOVERNING LAW. This Contract shall be governed by the laws of the State of Florida.

SECTION 26. CONFLICT OF INTEREST.

(a) The DESIGN/BUILDER 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 Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The DESIGN/BUILDER hereby certifies that no officer, agent or employee of the OWNER 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 DESIGN/BUILDER to be conducted here, and that no such person shall have any such interest at any time during the term

of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, the DESIGN/BUILDER hereby agrees that monies received from the OWNER pursuant to this Contract will not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first above written in one (1) counterpart, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

ATTEST:

, Secretary

By: _____, President

(Corporate Seal)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
2/17/06
Db-0577

Attachments:

- Attachment "1" - Scope of Services
- Attachment "2" - Schedule

Ray,

Responses to your questions, as follows:

Question 1) Our design does not include gravity walls within 1' of natural ground. Our design includes elevated concrete approach ramps from the main bridge span to a point noted "End Right/Left Wall", transitioning to MSE Walls between the points noted "End Right/Left Wall" and "Begin Right/Left Wall" and finally transitioning to sloped embankments from the point noted "Begin Right/Left Wall" to the touchdown points. These different points are typically noted on drawings A2 of 7, B2 of 17 and B4 of 17. A cross section of the embankment condition is shown on drawing B8 of 17 and a cross section at the MSE Wall condition is shown on drawing B9 of 17.

Question 2) The existing drainage ditch on the SW corner will be maintained during construction by means of temporary culverts, installed as necessary. Our final design will not impact the capacity of the existing drainage ditch.

Question 3) As outlined in our Technical Proposal, the cost of utility relocations is not included in our bid price, based upon the information provided in the RFP Documents. See Technical Proposal – Volume 1, Section 1 –Technical Proposal, Item - Utility Companies....."As indicated in the Request for Proposal; ***The cost of utility relocation for utilities will be the responsibility of the Utility Company unless the utility is located on an existing proprietary easement.....***Based upon the above paragraph, our Team assumes there will be no necessary costs to the County or to the Design/Builder Team, unless the County requests unique accommodations"

In addition, Addendum # 1, issued March 17, 2006, verified that "There are no known private utility easements"

Question 4) We have included sufficient signage costs within our bid price to support our design for signage.

I hope the above adequately answers your questions; should you need further clarification please do not hesitate to contact me.

Dave Price
American Bridge Company
8529 South Park Circle, Suite 250
Orlando, FL 32819
Tel. No. (407) 472-4011
Fax No. (407) 472-4041

-----Original Message-----

From: Hooper, Ray [mailto:rhooper@seminolecountyfl.gov]
Sent: Tuesday, October 24, 2006 8:03 AM
To: dprice@americanbridge.net
Cc: Reed, Diane
Subject: American Bridge issues for US 17-92 Ped Bridge

Dave, Please address the following issues and confirm that these are included in your bid price:

1) Are the continuing gravity walls within 1' of natural ground needed to support your design included in your price?

- 2) How do you handle the drainage ditch on SW corner?
- 3) Utility relocation from aerial to Underground for Progress Energy or Seminole County?
- 4) Can you verify the signing cost is sufficient?

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Seminole County Government
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-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-

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