

CONSTRUCTION CONTRACTS

- 25. Award CC-1237-06/TLR –Greenwood Lakes Reclaimed Water Interconnection Facilities to Wharton Smith, Inc, Lake Monroe (\$1,657,000.00).**

CC-1237-06/TLR will provide for all labor, materials, equipment, transportation, services and incidentals required to perform all work necessary to construct a reclaimed water ground storage tank with associated piping, electrical, instrumentation/controls, and site civil work. Two alternative bid items for ground storage tank sizes, valve repair work for the rapid infiltration basins and valves diverting to the basins are included in the award.

This project was publicly advertised and the County received three (3) responses. The Review Committee, consisting of Dennis Westrick, P.E., Manager, PEI; Ruth Hazard, Principle Coordinator; Gary Rudolph, Utilities Manager and Carol Hunter, P.E.; evaluated the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the contract including Alternate "D"-Rapid infiltration Basic Valve Replacement and Alternate "E"- Existing Influent Reclaimed Water Valve Assembly Modifications to the lowest priced, responsive, responsible bidder, Wharton Smith, Inc, Lake Monroe, in the amount of \$1,657,000.00. The completion time for this project is two hundred forty (240) calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project and funds will be available in conjunction with a BCR, in account number 040103.169100, CIP#182901. The Environmental Services Department/Water and Waste Water Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

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

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

BID NUMBER: **CC-1237-06/TLR**

BID TITLE: **Greenwood Lakes Reclaimed Water Interconnection Facilities**

OPENING DATE: **September 28, 2006, 2:00 P.M.**

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771 Ronald F. Davoli, President Ph. 407-321-8410 Fx. 407-323-1237	Central Florida Environmental 740 Florida Central Pkwy. Suite 2032 Longwood, FL 32750 David Stalowy, President Ph. 407-834-6115 Fx. 407-834-6391	American Persian Engineers & Constructors, Inc. 4436 Old Winter Garden Rd. Orlando, FL 32811 Majid Fouladi, President Ph. 407-522-0530 Fx. 407-532-8332
BASE BID TOTAL	\$1,387,000.00	\$2,646,280.00	\$2,797,108.00
Alternate "D"	\$50,000.00	\$340,000.00	\$136,000.00
Alternate "E"	\$220,000.00	\$433,000.00	250,000.00
Acknowledge Addenda (4)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facilities	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

Award determined by Total Base Bid Lump Sum Amount plus any Alternate Bid Items, selected prior to award, at the sole discretion of the COUNTY

Opened and Tabulated by: T. Roberts, CPPB

Revision Posted: 10/16/06 at 10am

Recommendation: Wharton Smith, Inc. including alternates "D" & "E"-BCC APPROVAL DATE: 11/07/2006



LETTER OF TRANSMITTAL

TO: County Attorney's Office ATTN: Lola Pfeil, Legal Services Manager FOR: Ann Colby, Assistant County Attorney	FROM: Contracts Division CONTACT: Jacqui V. Perry, CPPB Sr. Procurement Analyst 407-665-7114
DATE: October 16, 2006 DATE REQUIRED: October 30, 2006	Re: CC-1237-06/TLR Greenwood Lakes Reclaimed Water Interconnection Facilities

Jacqui Perry

DOCUMENTS ATTACHED:

Draft Work Order
 Previous Document(s)
 Other
 Draft Agreement
 Draft RFP/PS Documents

REQUESTED ACTION:

For your signature
 For your Information
 For your review & comment
 Prepare Agreement
 For your use
 Prepare Amendment
 As requested

COMMENTS: Please prepare an agreement with Wharton Smith in accordance with the attached draft, to be presented to the BCC for award on November 07. Prepare for the Chairman's signature. If you have any questions, please give me a call. Thank you.

cc:



AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between Wharton-Smith, Inc, duly authorized to conduct business in the State of Florida, whose address is PO Box 471028, Lake Monroe, FL 32747, 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. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CC-1237-06/TLR – Greenwood Lakes Reclaimed Water Interconnection Facilities.

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

CC-1237-06/TLR – Greenwood Lakes Reclaimed Water Interconnection Facilities.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean CPH, Inc., 500 West Fulton Street, Sanford, Florida 32771.

(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 West 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 TWO HUNDRED TEN (210) 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) Float time allocated specifically to the CONTRACTOR's responsibility for coordination of utility relocations by subsection 12.1.1.1.3 of the General Conditions is included in the Contract Time provided by this Section. The COUNTY will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the float time allowed by subsection 12.1.1.1.3 and also extend the Project Schedule's Critical Path.

(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 Base Bid plus alternates "D" and "E" (original Contract Price). The CONTRACTOR's total compensation is _____ DOLLARS (\$ 1,657,000) 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:

Dave Stankevich 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 two (2) 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 two (2) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary

construction easements. The CONTRACTOR authorizes the COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement.
- (b) Addenda.
- (c) Bid.
- (d) American with Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.

- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial)
- (v) CONTRACTOR's Waiver of Lien (Final and Complete)
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (x) Consent of Surety To Final Payment
- (y) Instructions To Bidders
- (z) Contractor's Insurance Requirements, Certificate and Insurance Policies

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) 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:

Environmental Services Department
500 West Lake Mary Boulevard
Sanford, FL 32773

COPIES TO:

CH2M Hill
510 West Lake Mary Boulevard
Sanford, FL 32773

FOR CONTRACTOR:

CONTRACTOR's Superintendent
Wharton Smith, Inc.
cc

cc

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:

William C. Robinson, Jr.
Secretary

Wharton Smith, Inc
By: Ronald F. Davoli
President

(Corporate Seal)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Chairman

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

Date: _____

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

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

County Attorney

 /
 / /

COPY

BID FORM

SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: **GREENWOOD LAKES RECLAIMED WATER
INTERCONNECTION FACILITIES**
COUNTY CONTRACT NO. **CC-1237-06/TLR**

Name of Bidder: Wharton-Smith, Inc.

Mailing Address: P.O. Box 471028, Lake Monroe, FL 32747

Street Address: 750 Monroe Road

City/State/Zip: Sanford, FL 32771

Phone Number: (407) 321-8410

FAX Number: (407) 323-1236

Contractor License Number: CGC032669

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 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 4, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountyfl.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 AMOUNT OF BID: 1,387,000
Numbers

One million three hundred eighty seven thousand

(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.

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
- Section 00900 - Subcontractors Table 1.07

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 28 day of September, 2006.

Wharton-Smith, Inc.
(Name of BIDDER)

Attest:
William C. Robinson, Jr.
William C. Robinson, Jr.,
Corporate Secretary

750 Monroe Road, Sanford, FL 32771
P.O. Box 471028, Lake Monroe, FL 32747

Ronald F. Davoli
(Signature of person signing this BID FORM)

Ronald F. Davoli
(Printed name of person signing this BID FORM)

President/CEO
(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.

BID FORM

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

PROJECT: **GREENWOOD LAKES RECLAIMED WATER
INTERCONNECTION FACILITIES**
COUNTY CONTRACT NO. **CC-1237-06/TLR**

Bid Schedule of Value

A. The Bidder hereby agrees to perform all of the Work described in the Contract Documents and Drawings for the following lump sum prices, which shall include all materials, labor, equipment, permit fees, taxes, tests, transportation, overhead and profit, and miscellaneous costs of all types necessary for the item to be complete, in place, and ready for operation in the manner contemplated in the Contract Documents.

B. The descriptions shown for the items are general in nature and are not intended to thoroughly specify all elements of the work needed for that particular item.

C. The methods of accomplishing the Work of this Project as shown on the Contract Drawings and described herein are general in nature and are not intended to be complete or accurate in all details or respects with actual field conditions and the Contractor shall make such adjustments or departures, as approved by the COUNTY and Engineer, as required to accomplish the intent. If the Contractor determines that departures are necessary from the Contract Documents, he shall submit such departures and the reasons therefore, along with the shop drawings, to the Engineer for approval. All departures shall be submitted to the COUNTY for review and consideration as per General Conditions.

BID FORM

PROJECT: **GREENWOOD LAKES RECLAIMED WATER INTERCONNECTION FACILITIES**
 COUNTY CONTRACT NO. **CC-1237-06/TLR**

Item #	Unit	Description	Total Cost
1	LS	Mobilization, Demobilization, Bonds, Insurance, Contractor's trailers, all temporary facilities, and miscellaneous items necessary for Project completion as shown on the Drawings and described in the Contract Documents.	\$ 35,000
2	LS	Survey, Layout and As-Built Information necessary for project completion as shown on the Drawings and described in the Contract Documents	\$ 4,000
3	LS	Preconstruction Video Taping of all construction areas associated with the Project as required by the Contract Documents.	\$ 1,000
4	LS	Reclaimed Water Ground Storage Tank (1.75 MG), to include, but is not limited to, earthwork, excavation, filling, backfilling, compaction, grading, all concrete work, a 107 foot diameter prestressed circular concrete tank, piping within the tank, piping outward a distance of five feet from the tank, ladders, manway, handrailing and toeplate, access hatch, gravity ventilator, painting, miscellaneous materials, associated appurtenances and miscellaneous items necessary for project completion as shown on the Contract Drawings and described in the Contract Documents.	\$ 660,000
5	LS	Greenwood Lakes Reclaimed Water Interconnection Facilities, to include, but is not limited to, earthwork, excavation, filling, backfilling, compaction, grading, all concrete work, process piping, fittings, valves, structures, process equipment, metering systems, all equipment, controls, instrumentation and electrical work, SCADA system, yard piping, signage, painting, miscellaneous metals, associated appurtenances and miscellaneous items necessary for project completion as shown on the Contract Drawings and described in the Contract Documents.	\$ 687,000
Total Base Bid Lump Sum Amount:			\$ 1,387,000

BID FORM

ALTERNATE BID ITEMS			
Item #	Unit	Description	Total Cost
A	LS	Reclaimed Water Ground Storage Tank (2.00 MG), to include, but is not limited to, earthwork, excavation, filling, backfilling, compaction, grading, all concrete work, a maximum 110 foot diameter prestressed circular concrete tank, piping within the tank, piping outward a distance of five feet from the tank, ladders, manway, handrailing and toeplate, access hatch, gravity ventilator, painting, miscellaneous materials, associated appurtenances and miscellaneous items necessary for project completion as shown on the Contract Drawings and described in the Contract Documents.	\$ 760,000
B	LS	Reclaimed Water Ground Storage Tank (2.50 MG), to include, but is not limited to, earthwork, excavation, filling, backfilling, compaction, grading, all concrete work, a maximum 115 foot diameter prestressed circular concrete tank, piping within the tank, piping outward a distance of five feet from the tank, ladders, manway, handrailing and toeplate, access hatch, gravity ventilator, painting, miscellaneous materials, associated appurtenances and miscellaneous items necessary for project completion as shown on the Contract Drawings and described in the Contract Documents.	\$ 860,000
C	LS	Reclaimed Water Ground Storage Tank (3.00 MG), to include, but is not limited to, earthwork, excavation, filling, backfilling, compaction, grading, all concrete work, a maximum 115 foot diameter prestressed circular concrete tank, piping within the tank, piping outward a distance of five feet from the tank, ladders, manway, handrailing and toeplate, access hatch, gravity ventilator, painting, miscellaneous materials, associated appurtenances and miscellaneous items necessary for project completion as shown on the Contract Drawings and described in the Contract Documents.	\$ 1,000,000
D	LS	Rapid Infiltration Basin (RIB) Valve Replacement, as identified on the Contract Drawings and in the Specifications, to include, but is not limited to, installation of two new RIB valves, piping, earthwork, sodding and associated equipment, appurtenances and any other miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	\$ 50,000
E	LS	Existing Influent Reclaimed Water Valve Assembly Modifications, as identified on the Contract Drawings and in the Specifications, to include, but is not limited to, construction of a new "above ground" reclaimed water valve assembly (piping, valves, and appurtenances), earthwork, sodding, electrical, controls, instrumentation and SCADA modifications, associated equipment, appurtenances and any other miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	\$ 220,000

BID FORM

Schedule of Manufacturer's/Suppliers for the Major Equipment

TABLE 1.06 – A SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS			
Item #	Equipment	Spec. Section	Manufacturer
1	Reinforced Concrete Pipe	02612	A. Price Brothers Company B. Carns Concrete Company <input checked="" type="radio"/> C. Or Equal
2	Prestressed Circular Concrete Tanks	13200	<input checked="" type="radio"/> A. Crom Corporation B. Or Equal
3	Flow Metering System	13310	<input checked="" type="radio"/> A. Primary Flow Signals, Inc., B. Or Equal
4	Ductile Iron Pipe and Fittings	15060	<input checked="" type="radio"/> A. American Cast Iron Pipe Co. B. U.S. Pipe & Foundry Co. C. McWane Cast Iron Pipe Co. D. Or Equal
5	PVC Pipe and Fittings	15065	A. Certain-Teed Products <input checked="" type="radio"/> B. Johns-Marville (J-M) C. Or Equal
6	Control Valves	15100	A. Bermad, Inc. <input checked="" type="radio"/> B. Or Equal
7	Gate Valves	15100	A. Clow B. Mueller C. M & H <input checked="" type="radio"/> D. Or Equal

Or Equal" Equipment Items and Products

1. The undersigned, as Bidder, agrees that "or equal" items have been approved in writing by the COUNTY.



Wharton-Smith, Inc.
CONSTRUCTION GROUP

October 2, 2006

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

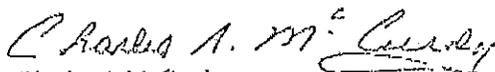
Attention: Contracts Supervisor

RE: Greenwood Lakes Reclaimed Water Interconnection Facilities CC-1237-06/TLR

Wharton-Smith, Inc will utilize manufacturer's designated as "A" or "B" on Table 1.06-A for the above referenced project.

Sincerely,

Wharton-Smith, Inc


Charles A McCurdy,
Vice President/Estimating