
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-3822-08/DRR - Consumer/Lake Hayes Water Transmission Main - Phase II

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Diane Reed

EXT: 7120

MOTION/RECOMMENDATION:

Award CC-3822-08/DRR - Consumer/Lake Hayes Water Transmission Main - Phase II, in the amount of \$1,259,618.00 to R.A. Scott Construction Company of Daytona Beach, Florida.

County-wide

Ray Hooper

BACKGROUND:

CC-3822-08/DRR will provide for all labor, materials, equipment, fuel and tools necessary for the construction of approximately 9,000 linear feet of 24 inch water transmission main and 9,010 linear feet of 2-inch fiber optic conduit, related appurtenances and other related work within the 30-foot Utility and Drainage Easement obtained by Seminole County from SR 426 (Aloma Avenue) to SR 434 (Alafaya Trail) located within the Florida Power and Light Easement.

The project was publicly advertised and the County received twenty (20) responses, of which one (1) response was determined to be non-responsive and one (1) response was determined to be non-responsible. The Review Committee, consisting of Patti Leviti, Project Manager I; Carol Hunter, Principal Engineer; and Chip Tyre, Inspector, all of the Environmental Services Department, reviewed the remaining responses. Consideration was given to bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced responsive, responsible bidder, R.A. Scott Construction Company, Daytona Beach, Florida, in the amount of \$1,259,618.00. The completion time for this project is two hundred seventy (270) calendar days to Substantial Completion, and an additional thirty (30) calendar days to Final Completion, for a total Agreement time of three hundred (300) calendar days from the issuance of a Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet.

The Engineer's Estimate for this project was \$2,100,000.00, and funds are available in SE/Lk Hayes Water Main Ph II (Account #087817.560650, CIP #00168801).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-3822-08/DRR - Consumer/Lake Hayes Water Transmission Main - Phase II in the amount of \$1,259,618.00 to R.A. Scott Construction

Company of Daytona Beach, Florida.

ATTACHMENTS:

1. CC-3822-08_DRR-Award Agreement (RA Scott)
2. CC-3822-08_DRR - Backup Documentation

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**CONSTRUCTION SERVICES AGREEMENT (CC-3822-08/DRR)
CONSUMER/LAKE HAYES WATER TRANSMISSION MAIN-PHASE II**

THIS AGREEMENT is dated as of the ____ day of _____ 20____,
by and between **R.A. SCOTT CONSTRUCTION COMPANY**, duly authorized to
conduct business in the State of Florida, whose mailing address is
P.O. Box 9667, Daytona Beach Florida 32120-9667, hereinafter called
"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
"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, including the Scope
of Services (attached hereto as Exhibit A) and the solicitation
package and all addenda thereto. The Work is generally described as
Consumer/Lake Hayes Water Transmission Main-Phase II.

The Project for which the Work under the Contract Documents is a
part is generally described as Consumer/Lake Hayes Water Transmission
Main-Phase II.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall
mean Woolpert, Inc., whose address is 11315 Corporate Boulevard, #115,
Orlando, Florida 32817-8340.

(b) "CEI" is the Seminole County Engineer or COUNTY'S
contracted Consultant for construction, engineering and inspection

("CEI") services. As named in the Contract Documents, "CEI" shall mean CH2M Hill, whose address is 225 E. Robinson Street, Suite 505, Orlando, Florida 32801.

SECTION 3. CONTRACT TIME.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within two hundred seventy (270) 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 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). CONTRACTOR's total compensation is ONE MILLION TWO HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$1,259,618.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

(c) 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) 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, CONTRACTOR acknowledges that 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) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of 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) *Application for Payment.* 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, 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 will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will 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) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time,

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. The additional retainage under this subsection may, at 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, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and 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 and

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

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies  as it 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 it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

(h) CONTRACTOR declares and agrees that 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. CONTRACTOR acknowledges that the above two (2) year 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)  year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be Donald Ray Hurst, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after 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 it shall be solely responsible for payment of all fines and penalties of any

nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or 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 any citizen, ENGINEER, or COUNTY. 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 CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that 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. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary

construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit B;
- (3) Trench Safety Act, attached hereto as Exhibit C; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:



- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;

- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.



(c) 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) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that 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 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 NO/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, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty,  ~~one-fourth~~ (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, 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 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. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its 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 CONTRACTOR'S indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). 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 hereby 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 be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Environmental Services
500 W. Lake Mary Boulevard
Sanford, FL 32773

For CONTRACTOR:

R.A. Scott Construction Company
P.O. Box 9667
Daytona Beach, FL 32120-9667

SECTION 13. CONFLICT OF INTEREST.

(a) 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 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) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of 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, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or

identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

R.A. SCOTT CONSTRUCTION COMPANY

RONALD ALLEN SCOTT, Secretary

By: _____
MARK ALLEN SCOTT, 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: _____
BOB DALLARI, 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
11/12/08

P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\CC-3822.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Bid Form
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit

EXHIBIT A

CC-3822-08/DRR-Consumer/Lake Hayes Water Transmission Main – PH II

Scope of Services

Contractor shall be responsible for all labor, materials, equipment, fuel, and tools necessary for the construction of approximately 9,000 linear feet of 24" water transmissions main and 9,010 linear feet of 2" fiber optic conduit, related appurtenances and other related work within the 30' Utility and Drainage Easement obtained by Seminole County from SR 426 (Aloma Avenue) to SR 434 (Alafaya Trail) located within the Florida Power and Light Easement and further detailed in the Technical Specifications and Construction Plans.

EXHIBIT B

Purchasing
Copy

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Consumer/Lake Hayes Water Transmission Main-Phase II
COUNTY CONTRACT NO. CC-3822-08/DRR

Name of Bidder: R.A.Scott Construction Company

Mailing Address: P.O. Box 9667

Street Address: 2509 Bellevue Ave.Ext.

City/State/Zip: Daytona Beach, FL 32120-9667

Phone Number: (386) 238-1234

FAX Number: (386) 238-7877

Contractor License Number: CUC049487

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 3, 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.

BID SUBMITTAL CHECKLIST

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section	Form	Included <input checked="" type="checkbox"/>
00100	Bid (addendum acknowledged)	✓
	Bid Security (acceptable type)	✓
00110	Trench Safety Act	✓
00120	Bidder Information (inc. W-9)	✓
00200	Non-Collusion Affidavit of Bidder	✓
00300	Certification of Non-segregated Facilities	✓
00310	Americans with Disabilities Act	✓
00320	Drug-Free Workplace	✓
00330	Public Entity Crimes	✓
00340	Compliance with Public Records	✓
	Copy of FL Certified Utility and Excavation Contractors License	✓

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 29 day
of October, 2008.

R.A.Scott Construction Company
(Name of BIDDER)


(Signature of person signing this BID FORM)

Brian W. Scott,
(Printed name of person signing this BID
FORM)

Vice 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.

SEMINOLE COUNTY ENVIRONMENTAL SERVICES

CONSUMER /LAKE HAYES

24-INCH WATER TRANSMISSION MAIN-PHASE II

CC-3822-08/DRR

BID SCHEDULE

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Bonds, Insurance, Mobilization and Permits	LS	1	105,000.00	105,000.00
2	30" HDPE DR 11 Water Main (Directional Drill Method)	LF	965	245.00	236,425.00
3	2" HDPE Conduit (Directional Drill Method)	LF	1060	12.00	12,720.00
4	24" PVC DR 18 Water Main (Open Cut Method)	LF	8000	62.00	496,000.00
5	12" PVC DR 18 Water Main (Open Cut Method)	LF	20	50.00	1,000.00
6	8" PVC DR 18 Water Main (Open Cut Method)	LF	50	40.00	2,000.00
7	2" PVC Conduit (Open Cut Method)	LF	7950	14.00	111,300.00
8	Bore and Jack 36" Steel Casing Pipe	LF	145	544.00	78,880.00
9	24" DIP Water Main (Carrier Pipe - Restrained)	LF	160	84.00	13,440.00
10	24" Gate Valve w/ Box, Side-Actuated	EA	9	15,275.00	137,475.00
11	12" Gate Valve w/ Box	EA	2	3,000.00	6,000.00
12	8" x 8" Tapping Sleeve and Valve Assembly	EA	2	3,250.00	6,500.00
13	Fire Hydrant Assembly	EA	1	3,100.00	3,100.00
14	Air Release Valve and Vault	EA	3	3,250.00	9,750.00
15	Conduit Pullbox	EA	23	635.00	14,605.00
16	Remove and Replace Gates and Fence	LS	1	8,750.00	8,750.00
17	Remove and Replace Sidewalk	SY	25	75.00	1,875.00
18	Pavement Restoration	SY	300	12.21	3,663.00
19	Site Restoration	LS	1	11,135.00	11,135.00
(Revised 10/9/08 per Addendum No. 2)				TOTAL BID	1,259,618.00

EXHIBIT C

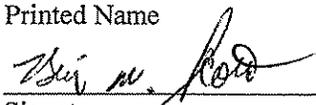
**TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES**

NOTICE TO BIDDERS:

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

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
Sloping	LF	8,070	\$1.00	\$8,070.00
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \$ 8,070.00

Brian W. Scott, Vice President
Printed Name

Signature

R.A.Scott Construction Company
Bidder Name
October 29, 2008
Date

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

BID NUMBER: CC-3822-08/DRR
PROJECT TITLE: Consumer/Lake Hayes Water Transmission
 Main Ph II
BID OPENING DATE: October 29, 2008 at 2:00 P.M. Eastern

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.

PAGE: 1 of 5

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
		R.A. Scott Construction Co 2509 Bellevue Ave Ext Daytona Beach FL 32120	Stately Contractors Inc 6028 33 rd St E Bradenton FL 34203	Emerald Utilities and Site Development Inc 1601 Park Center Dr, Ste 6B Orlando FL 32835
	Brian W. Scott (386) 238-1234 (Phone) (386) 238-7877 (Fax)	Glenn P Bower (941) 756-4700 (Phone) (941) 756-4540 (Fax)	Vishaan Lutchman (407) 522-4840 (Phone) (407) 522-4839 (Fax)	Matt T. Blanton (407) 629-2900 (Phone) (407) 677-4212 (Fax)
Total Amount of Bid	\$1,259,618.00	\$1,260,000.00	\$1,365,432.10	\$1,367,911.00
Acknowledge addenda (3)	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes
			Non-Responsible **	

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ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	Blue Ox Enterprises LLC 235 N Longwood St Longwood FL 32752	Eden Site Development 115 W Pine Ave Longwood FL 32750	Killebrew Inc 2830 Winter Lake Rd Lakeland FL 33803	Volt Information Sciences Inc 12700 56 th St N Clearwater FL 33760
	Mathew Lembrich (407) 339-4800 (Phone) (407) 339-4839 (Fax)	Robert Brunetto (407) 265-1113 (Phone) (407) 265-1118 (Fax)	William C Thomas IV (863) 701-0273 (Phone) (863) 701-9204 (Fax)	R.J. Anderson (727) 571-2268 (Phone) (727) 571-1990 (Fax)
Total Amount of Bid	\$1,399,765.40 *	\$1,410,884.00 *	\$1,432,433.50	\$1,448,566.70
Acknowledge addenda (3)	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes

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ITEM DESCRIPTION	Response #9	Response #10	Response #11	Response #12
	Mora Engineering Contractors Inc 9660 West Sample Rd Ste 301 Coral Springs FL 33065 Carlos Mora (954) 752-8065 (Phone) (954) 345-9268 (Fax)	American Persian Engineers & Contractors Inc 4436 Old Winter Garden Rd Orlando FL 32811 Majid Fouladi (407) 522-0530 (Phone) (407) 532-8332 (Fax)	ZFI engineering & construction Inc 651 Danville Dr Ste 100 Orlando FL 32825 Michael Newberry (407) 281-1100 (Phone) (407) 281-1108 (Fax)	Master Excavators Inc 9950 SW 168 Terrace Miami FL 33157 Bernard Feely (305) 238-0119 (Phone) (305) 251-8301 (Fax)
Total Amount of Bid	\$1,457,135.00	\$1,492,140.00	\$1,555,156.20	\$1,589,041.00
Acknowledge addenda (3)	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes

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ITEM DESCRIPTION	Response #13	Response #14	Response #15	Response #16
	US Water Services Corp 4939 Cross Bayou Blvd New Port Richey FL 34652 David B Schultz (727) 848-8292 (Phone) (727) 849-5467 (Fax) \$1,628,771.30 *	Maxwell Contracting Inc 395 South Range Rd Ste C Cocoa FL 32926 Bryan L. Maxwell (321) 632-8810 (Phone) (321) 632-8065 (Fax) \$1,653,000.00	A & M SI Construction Company Inc 1717 S Rio Grande Ave Orlando FL 32805 Mike Rahmankhah (407) 872-7000 (Phone) (407) 872-7222 (Fax) \$1,653,750.00	Stormwater & Underground LLC 5220 S Washington Ave Titusville FL 32780 Donald M Dansby (321) 268-2249 (Phone) (321) 267-2211 (Fax) \$1,718,056.00
Total Amount of Bid	Yes	Yes	Yes	Yes
Acknowledge addenda (3)	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes

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ITEM DESCRIPTION	Response #17	Response #18	Response #19	Response #20
	GWP Construction Inc 4269 NW 44 th Ave Ste A Ocala FL 34482	AJC Construction LLC 8046A Presidents Dr Orlando FL 32809	Cornerstone Businesses Inc 3936 Paul S Buchman Hwy Zephyrhills FL 33542	Built-Rite Construction of Central Florida Inc 402 N Center St Pierson FL 32810
	Cheryl P Riggs (352) 351-2412 (Phone) (352) 351-2430 (Fax)	Alexander Caputo (407) 855-5572 (Phone) (407) 855-4922 (Fax)	Ken Winsbro (813) 715-0808 (Phone) (813) 715-0910 (Fax)	Sandra C Large (386) 749-0312 (Phone) (386) 749-0434 (Fax)
Total Amount of Bid	\$1,745,773.70	\$1,760,000.00	\$1,767,407.50	\$1,818,700.00
Acknowledge addenda (3)	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes

*Corrected total

** Emerald Utilities and Site Development Inc. did not meet the required years of experience.

*** Eden Site Development did not include unit prices.

Bid Tabulated by Diane Reed, CPPB, Senior Procurement Analyst
(Posted by Diane Reed on October 30, 2008 @ 1:45 pm Eastern)

Recommendation of Award: R.A. Construction Company
(Posted by Diane Reed on November 17, 2008 @ 12:45 pm Eastern)

BCC Agenda Date: December 9, 2008