
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-2167-07/BHJ - Bear Lake Road Drainage Improvements

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bill Johnson

EXT: 7128

MOTION/RECOMMENDATION:

Award CC-2167-07/BHJ in the amount of \$2,577,022.00 to Prime Construction Group, Inc. for all labor, materials, equipment, transportation, coordination and incidentals necessary for the drainage improvements, milling and resurfacing of approximately 1.906 miles of Bear Lake Road located in Seminole County, beginning South of the intersection of Bear Lake Road and State Road 436 toward Bear Lake.

County-wide

Ray Hooper

BACKGROUND:

CC-2167-07/BHJ will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for drainage improvements, milling and resurfacing for Bear Lake Road located in Seminole County.

The project was publicly advertised and the County received seven (7) responses. The Review Committee, consisting of Brett Blackadar, Principal Engineer; Bill Glennon, Principal Engineer; and Antoine Khoury, Assistant County Engineer, all of Public Works Department, Engineering Division, reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Prime Construction Group, Inc., in the amount of \$2,577,022.00. The completion for this project is 300 Days for Substantial plus 30 Days to Final, for a total contract time of 330 calendar days from the issuance of the Notice to Proceed by the County. The attached backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in the account line for Engineering/Roads (077541.560670, CIP # 00192014).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-2167-07/BHJ in the amount of \$2,577,022.00 to Prime Construction Group, Inc. for all labor, materials, equipment, transportation, coordination and incidentals necessary for the drainage improvements, milling and resurfacing of approximately 1.906 miles of Bear Lake Road located in Seminole County, beginning South of the intersection of Bear Lake Road and State Road 436 toward Bear Lake.

ATTACHMENTS:

1. CC-2167-07_BHJ - Award Agreement to Prime Construction Group, Inc.
2. CC-2167-07_BHJ - Agreement Backup

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**CONSTRUCTION SERVICES AGREEMENT
BEAR LAKE ROAD DRAINAGE IMPROVEMENTS
(CC-2167-07/BHJ)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **PRIME CONSTRUCTION GROUP, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1000 Jetstream Drive, Post Office Box 59057, Orlando, Florida 32859-0507, 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 and the attached Exhibit A, Technical Specifications. The Work is generally described as "Bear Lake Road Drainage Improvement".

The Project for which the Work under the Contract Documents is a part is generally described as "Bear Lake Road Drainage Improvement".

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Kevin Knudsen, P.E., whose address is Bowyer-Singleton and Associates, Inc., 520 S. Magnolia Avenue, Orlando, FL 32801.

(b) "CEI" is COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean HDR Engineering, Inc. whose address is 315 E. Robinson Street, Suite 400, Orlando, FL 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 THREE HUNDRED (300) 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 TWO MILLION FIVE HUNDRED SEVENTY-SEVEN THOUSAND TWENTY-TWO AND NO/100 DOLLARS (\$2,577,022.00) 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 REYNOLDS C. HOLIMAN, 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.

(1) 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, THREE THOUSAND FIVE HUNDRED AND NO/100 (\$3,500.00) 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:

Public Works/Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773

For CONTRACTOR:

Prime Construction Group, Inc.
Post Office Box 590507
Orlando, FL 32859-0507

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.

(End of Agreement - Signature Page Follows)

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: PRIME CONSTRUCTION GROUP, INC.

THOMAS M. PERLEY, Secretary

(CORPORATE SEAL)

By: _____
ROY W. SMITH, JR., President

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 _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:

- Exhibit A - Technical Specifications
- Exhibit B - Bid Form
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit

AEC:jjr
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EXHIBIT A

TECHNICAL SPECIFICATIONS

**SEMINOLE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

SECTION 01044

MOWING

1.01 DESCRIPTION

- A. **Mowing**: Mow all turf areas including water retention areas to a height of 3" or 4" with a rotary mower, cycles will average trice a month during the growing season (June to October) and on an as needed basis during the slow season (November through May) or as directed by Seminole County.
- B. **Edging**: Will be required once a month, edging will consist of a clean edge line, (all debris over handing) along the curbing and sidewalk areas.
- C. **Weed-eating**: Remove vegetation from around, signpost, guardrails, utility poles, and fence lines. Weed-eating shall be done in conjunction with each mowing cycle with a string trimmer or herbicide. If herbicide is used the Contractor shall use an environmentally safe, EPA approved product at the recommended rates located on the manufacturer's label. Herbicide is not to be used in lieu of edging.
- D. **Power Blowing**: Means the use of a back-pack blower or vacuum to remove debris from the curb line and sidewalk areas (the use of a mower will not be considered power blowing).
- E. **Litter Removal**: Will be performed each cycle before mowing of all sites.

END SECTION

01044-1

SECTION 01051

SURVEY

PART 1 - GENERAL 1.01 DESCRIPTION

- A. Perform surveying services and set points along the right-of-way and other places.
- B. Set all points after construction has been substantially completed.
- C. Employ the services of a Florida registered Professional Land Surveyor, who shall set and certify the following points meeting the Minimum Technical Standards for Land Surveyors in accordance with Chapter 61G17-6 F.A.C.:
 - 1. All individual lot corners along the new ROW line, and along the existing ROW line where acquisition was not required. Set iron rod or iron pipe meeting Minimum Technical Standards.
 - 2. Centerline of construction at each P.C., P.T., P.I., sidestreet centerline intersection, and start and end of project. Also, ROW breaks, Section and 1/4 Section Corners within the ROW corridor, set 4" x 4" 36" concrete monument, unless the point falls in pavement in which case a 10 penny nail and disk shall be set.
 - 3. Each point shall be legibly marked with the surveyors P.L.S. number or the licensed business number and ROW.
 - 4. All section and 1/4 section corners set shall have certified corner records prepared in accordance with D.N.R. Standards, copies of which shall be submitted to the ENGINEER, for review by Seminole County Survey Section.
- D. After all points are set, submit bound certified field notes of all points to the ENGINEER, who will confer with the Seminole County Survey Section.
 - 1. Flag all points set (not in pavement).
 - 2. Seminole County Survey Section will inspect all points against field notes and ROW Map and will approve the Work of this section.
 - 3. Make all corrections required.
- E. Approval by Seminole County Survey Section of the work of this section is considered a part of Final Completion.

1.02 MEASUREMENT AND PAYMENT

- A. ROW Survey, Item 666-3 is a lump sum payment item.

1.03 OPTIONS

- A. Substitutions for specified point markers shall be approved by Seminole County Surveyor.

END OF SECTION

01051-1

01051-2

SECTION 01100

VIBRATORY COMPACTION EQUIPMENT

The use of large vibratory compaction equipment is prohibited on this construction contract. Walk behind or hand held vibratory compaction equipment with a maximum base plate size of 12" will be permitted on this job site. The performance and specified requirements for compaction of materials and required moisture-density relationships shall be maintained. If the contractor so desires to use this equipment, he shall make available to Seminole County the opportunity to inspect and insure that the equipment designated for this project meets the requirements set forth in the manufacturers recommendations and will not cause any vibration to the surrounding area residents or noise limits that would go beyond acceptable limits.

END OF SECTION

01100-1

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1- GENERAL

1.01 CONSTRUCTION SCHEDULE

A. Initial Construction Schedule

1. Promptly after "Award of the Contract", the Contractor shall prepare and submit to the Owner construction schedules for the work, with sub-schedules of related activities that are essential to its progress. Approval of the initial construction schedule is required prior to the issuing of the "Notice to Proceed".

B. Revised Construction Schedules

1. The Contractor shall submit revised construction schedules at monthly progress meetings.

1.02 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar for each trade or operation.
2. Horizontal time scale: Identify the first work day of each week.
3. Scale and spacing: Allow ample space for notation and future revisions.

B. Format of listings shall be the chronological order of the start of each item of work.

1.03 CONTENT OF SCHEDULES

A. Construction Schedule:

1. Show the complete sequence of construction by activity.
2. Show the dates for the beginning and completion of each major item of construction, as listed in the Bid Proposal.
3. Provide a Cash Flow Projection for each item, as of the first day of each month.

- B. Submittals Schedule for Show Drawings, Product Data and Samples.
Show:

1. The dates for Contractor's submittals.
2. The dates reviewed submittals will be required from the owner.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule.
1. Major changes in scope.
 2. Activities modified since previous submission.
 3. Revised projections of progress, cash flow and completion.
 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
1. Problem areas, anticipated delays, and the impact on the schedule.
 2. Corrective actions recommended and the effects thereof.

1.05 SUBMISSIONS

- A. Submit initial schedule within seven (7) calendar days after Award of Contract.
1. Owner will review schedules and return reviewed copy within five (5) days after return of the review copy.
 2. If required, resubmit within five (5) days after return of the review copy.
- B. Submit revised schedules with each Application for Payment. Failure to submit accurate schedules shall be cause for withholding of payment to the contractor.
- C. Submit the number of copies the Contractor requires, plus two copies to be retained by the reviewer and one copy for the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01310-2

SECTION 01570

TRAFFIC REGULATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section covers procedures for developing and implementing traffic control and regulation measures and maintenance of traffic in and around the construction area to provide for safe and efficient protection and movement of vehicular and pedestrian traffic through and adjacent to the construction area.

1.02 REFERENCES

- A. Codes, Specifications and Standards

Codes, specifications, and standards referred to by number or title shall form a part of this Specification to the extent required by the reference thereto. Latest revisions shall apply, unless otherwise shown or specified.

- B. **Florida Department of Transportation (FDOT) Standards**

FDOT Manual -	State of Florida Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.
FDOT Specification -	Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition.
FDOT Standards -	Florida Department of Transportation Roadway and Traffic Design Standards, 2002 Edition.

01570-1

1.03

SUBMITTALS

- A. Before closing or restricting traffic flow through any thoroughfare, the Contractor shall give written notice to and, if necessary, obtain a permit or permits from the duly constituted public authority having jurisdiction over the thoroughfare. Contractor shall also notify the applicable law enforcement, fire, and emergency services having jurisdiction in the area. Notice shall be given no less than 72 hours in advance of the time when it may be necessary in the process of construction to close or restrict traffic to such thoroughfare, or as may be otherwise required by the governing authority.

1.04

SITE CONDITIONS

- A. The Contractor shall plan construction operations such that existing local traffic access can be maintained and shall maintain during the construction such barricades, lights, flagmen, and other protective devices as appropriate, whether specified for the project or required by the local governing authority. Traffic control devices used for maintenance of traffic shall comply with the FDOT Manual.
- B. The Contractor shall conduct his work in such manner as not to unduly or unnecessarily restrict or impede normal traffic through the streets of the community. Insofar as it is practicable, excavated material and spoil banks shall not be located in such manner as to obstruct traffic. The traveled way of all streets, roads, and alleys shall be kept clear and unobstructed insofar as is possible and shall not be used for the storage of construction materials, equipment, supplies, or excavated earth, except when and where necessary if approved by the governing authority. If required by duly constituted public authority, the contractor shall, at his own expense, construct bridges or other temporary crossing structures over trenches so as not to unduly restrict traffic. Such structures shall be of adequate strength and proper construction and shall be maintained by the Contractor in such manner as not to constitute an undue traffic hazard. Private driveways shall not be closed except when and where necessary, and then only upon due advance notice to the Owner and for the shortest practicable period of time consistent with efficient and expeditious construction. The Contractor shall be liable for any damages to persons or property resulting from his work.

01570-2

1.04

SITE CONDITIONS

- C.** The Contractor shall make provisions at cross streets for the free passage of vehicles and foot passengers, either by bridging or otherwise, and shall not obstruct the sidewalks, gutters, or streets, nor prevent in any manner the flow of water in the latter, but shall use all proper and necessary means to permit the free passage of surface water along the gutters. The Contractor shall immediately cart away all offensive matter, exercising such precaution as may be directed by the Owner. All material excavated shall be so disposed of as to inconvenience the public and adjacent tenants as little as possible and to prevent injury to trees, sidewalks, fences, and adjacent property of all kinds. the contractor may be required to erect suitable barriers to prevent such inconvenience or injury.
- D.** Unless otherwise required by the governing authority, maintenance of traffic in and around the construction zone shall conform to Section 102 of the FDOT Specification, and Index Nos. 600, 620, 621, 622, 623, and 624 of the FDOT Standards.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

***** END OF SECTION *****

01570-3

EXHIBIT B
BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION: UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
101-1	LS	1	MOBILIZATION One Hundred Twelve Thousand Dollars	\$112,000. ⁰⁰	\$112,000. ⁰⁰
102-1	LS	1	MAINTENANCE OF TRAFFIC Thirty Thousand Dollars	\$30,000	\$30,000. ⁰⁰
102-3	CY	250	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE Seventy-Nine Dollars	\$79. ⁰⁰	\$19,750. ⁰⁰
104-4	AC	2.5	MOWING Six Hundred Fifty Dollars	\$650. ⁰⁰	\$1,625. ⁰⁰
104-11	LF	145	TURBIDITY BARRIER FLOATING Twenty Dollars	\$20. ⁰⁰	\$2,900. ⁰⁰
104-12	LF	97	STAKED TURBIDITY BARRIER Twenty Dollars	\$20. ⁰⁰	\$1,940. ⁰⁰
104-13-1	LF	22,154	STAKED SILT FENCE (TYPE III) Two Dollars	\$2. ⁰⁰	\$44,308. ⁰⁰
104-15	EA	2	SOIL TRACKING PREVENTION DEVICES Three Thousand Four Hundred Dollars	\$3,400. ⁰⁰	\$6,800. ⁰⁰
104-16	EA	612	ROCK BAGS Twenty Dollars	\$20. ⁰⁰	\$12,240. ⁰⁰
104-10-1	EA	308	BAILED HAY OR STRAW Twelve Dollars	\$12. ⁰⁰	\$3,696. ⁰⁰
104-100	LS	1	EROSION CONTROL MEASURES Four Thousand Dollars	\$4,000. ⁰⁰	\$4,000. ⁰⁰

Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION: UNIT OR LUMP-SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
110-1-1	AC	4.5	CLEARING AND GRUBBING Ten Thousand Dollars	\$10,000. ⁰⁰	\$45,000. ⁰⁰
110-4	SY	5,006	REMOVAL OF EXIST. CONCRETE PAVEMENT Fifteen Dollars	\$15. ⁰⁰	\$75,090. ⁰⁰
120-1	CY	9,930	REGULAR EXCAVATION Five Dollars	\$5. ⁰⁰	\$49,650. ⁰⁰
120-6	CY	606	EMBANKMENT Twelve Dollars	\$12. ⁰⁰	\$7,272. ⁰⁰
121-70	CY	10	FLOWABLE FILL Three Hundred Dollars	\$300. ⁰⁰	\$3,000. ⁰⁰
160-4	SY	2,670	TYPE B STABILIZATION Four Dollars	\$4. ⁰⁰	\$10,680. ⁰⁰
*285-725	SY	871	2.5" ASPHALT BASE Seventeen Dollars	\$17. ⁰⁰	\$14,807. ⁰⁰
*285-745	SY	2,321	4.5" ASPHALT BASE Twenty Seven Dollars	\$27. ⁰⁰	\$62,667. ⁰⁰
327-70-6	SY	22,662	MILL EXISTING ASPHALT PAVEMENT (1.5") Two Dollars	\$2. ⁰⁰	\$45,324. ⁰⁰
331-1-2	SY	2,321	TYPE SP STRUCTURAL COURSE (2") Fourteen Dollars	\$14. ⁰⁰	\$32,494. ⁰⁰
337-7-6	SY	24,983	FRICITION COURSE (FC-12.5) Thirteen Dollars	\$13. ⁰⁰	\$324,779. ⁰⁰

Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION (PRICE WRITTEN IN WORDS)	UNIT OR LUMP SUM PRICE	UNIT PRICE	AMOUNT
425-10	EA	5	YARD DRAINS <i>One Thousand Dollars</i>		\$1,000. ⁰⁰	\$5,000. ⁰⁰
425-1-311	EA	12	INLETS(CURB)(TYPE P-1)(<10') <i>Four Thousand Dollars</i>		\$4,000. ⁰⁰	\$48,000. ⁰⁰
425-1-331	EA	1	INLETS(CURB)(TYPE P-3)(<10') <i>Four Thousand Four Hundred Dollars</i>		\$4,400. ⁰⁰	\$4,400. ⁰⁰
425-1-345	EA	2	INLETS(CURB)(TYPE P-4)(PARTIAL)(<10') <i>Four Thousand Dollars</i>		\$4,000. ⁰⁰	\$8,000. ⁰⁰
425-1-411	EA	14	INLETS(CURB)(TYPE J-1)(<10') <i>Six Thousand Five Hundred Dollars</i>		\$6,500. ⁰⁰	\$91,000. ⁰⁰
425-1-421	EA	4	INLETS(CURB)(TYPE J-2)(<10') <i>Six Thousand Dollars</i>		\$6,000. ⁰⁰	\$24,000. ⁰⁰
425-1-441	EA	1	INLETS(CURB)(TYPE J-4)(<10') <i>Seven Thousand Dollars</i>		\$7,000. ⁰⁰	\$7,000. ⁰⁰
425-1-451	EA	1	INLETS(CURB)(TYPE J-5)(<10') <i>Six Thousand Dollars</i>		\$6,000. ⁰⁰	\$6,000. ⁰⁰
425-1-521	EA	2	INLETS(DT BOT)(TYPE C)(<10') <i>Two Thousand Six Hundred Dollars</i>		\$2,600. ⁰⁰	\$5,200. ⁰⁰
425-1-901	EA	3	INLETS(SPECIAL)(<10') <i>Five Thousand Dollars</i>		\$5,000. ⁰⁰	\$15,000. ⁰⁰
425-2-61	EA	7	MANHOLES(P-8)(<10') <i>Three Thousand Five Hundred Dollars</i>		\$3,500. ⁰⁰	\$24,500. ⁰⁰

Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
 MAITLAND BOULEVARD TO STATE ROAD 436
 SEMINOLE COUNTY
 ROADWAY PAY ITEMS
 BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION (PRICE WRITTEN IN WORDS)	UNIT OR LUMP SUM PRICE	UNIT PRICE	AMOUNT
425-2-71	EA	2	MANHOLES(J-7)(<10') Five Thousand Dollars		\$5,000. ⁰⁰	\$10,000. ⁰⁰
425-2-91	EA	1	MANHOLES(J-8)(<10') Four Thousand Dollars		\$4,000. ⁰⁰	\$4,000. ⁰⁰
425-3-43	EA	2	JUNCTION BOXES(P-7)(PARTIAL) Two Thousand Dollars		\$2,000. ⁰⁰	\$4,000. ⁰⁰
430-171-125	LF	3606	PIPE CULV (RCP)(ROUND)(18"SS) Fifty Seven Dollars		\$57. ⁰⁰	\$205,542. ⁰⁰
430-171-129	LF	689	PIPE CULV (RCP)(ROUND)(24"SS) Seventy Dollars		\$70. ⁰⁰	\$48,230. ⁰⁰
430-171-133	LF	872	PIPE CULV (RCP)(ROUND)(30"SS) Ninety Dollars		\$90. ⁰⁰	\$78,480. ⁰⁰
430-982-129	EA	1	MITERED END SECTION (RCP RD) (24" CD) Two Thousand Dollars		\$2,000. ⁰⁰	\$2,000. ⁰⁰
430-982-133	EA	2	MITERED END SECTION (RCP RD) (30" CD) Two Thousand Six Hundred Dollars		\$2,600. ⁰⁰	\$5,200. ⁰⁰
440-1-20	LF	978	UNDERDRAIN, TYPE II (6") Twenty Two Dollars		\$22. ⁰⁰	\$21,516. ⁰⁰
440-70	EA	4	UNDERDRAIN INSPECTION BOX One Thousand Nine Hundred Dollars		\$1,900. ⁰⁰	\$7,600. ⁰⁰

Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION (PRICE WRITTEN IN WORDS)	UNIT OR LUMP SUM PRICE	UNIT PRICE	AMOUNT
*430-890-29	EA	1	CHECK VALVE (TIDEFLEX TF-1 OR EQUAL) Eight Thousand Dollars		\$8,000. ⁰⁰	\$8,000. ⁰⁰
520-1-10	LF	4677	TYPE F CURB AND GUTTER Twenty Dollars		\$20. ⁰⁰	\$93,540. ⁰⁰
522-1	SY	2928	CONCRETE SIDEWALK (4" THICK) Thirty Five Dollars		\$35. ⁰⁰	\$102,480. ⁰⁰
522-2	SY	1361	CONCRETE SIDEWALK (6" THICK) Forty Five Dollars		\$45. ⁰⁰	\$61,245. ⁰⁰
530-1	CY	5	RIP RAP (SAND CEMENT) Three Hundred Dollars		\$300. ⁰⁰	\$1,500. ⁰⁰
530-3-4	TN	4.8	RIP RAP (RUBBLE) (F&I) (DITCH LINING) Two Hundred Dollars		\$200. ⁰⁰	\$960. ⁰⁰
570-5	TN	1	FERTILIZER Four Hundred Dollars		\$400. ⁰⁰	\$400. ⁰⁰
570-9	MG	75	WATER FOR GRASS Fifty Dollars		\$50. ⁰⁰	\$3,750. ⁰⁰
575-1-1	SY	11,966	SODDING- BAHIA Three Dollars		\$3. ⁰⁰	\$35,898. ⁰⁰
			One Million Eight Hundred Forty * - NOT AN FDOT PAY ITEM Two Thousand Four Hundred Sixty Three Dollars		\$	1,842,463. ⁰⁰ TOTAL

9 Add. 8 Rec. 7.10.07

**BEAR LAKE ROAD
 MAITLAND BOULEVARD TO STATE ROAD 436
 SEMINOLE COUNTY
 SIGNING AND MARKING PAY ITEMS
 BID FORM**

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION (PRICE WRITTEN IN WORDS)	UNIT OR LUMP SUM PRICE	UNIT PRICE	AMOUNT
700-46-21	AS	6	SIGN, EXISTING (RELOCATE)(SINGLE POST) <i>One Hundred Fifty Dollars</i>		\$150. ⁰⁰	\$900. ⁰⁰
700-84	EA	2	RADAR SPEED DISPLAY UNIT <i>Eleven Thousand Dollars</i>		\$11,000	\$22,000. ⁰⁰
706-3	EA	499	RETRO-REFLECTIVE PAVEMENT MARKERS <i>Five Dollars</i>		\$5. ⁰⁰	\$2,495. ⁰⁰
711-11-111	NM	2.880	THERMOPLASTIC (STD.) (WHITE) (SOLID) (6") <i>Four Thousand Dollars</i>		\$4,000. ⁰⁰	\$11,520. ⁰⁰
711-11-123	LF	720	THERMOPLASTIC (STD.) (WHITE) (SOLID) (12") <i>Three Dollars</i>		\$3. ⁰⁰	\$2,160. ⁰⁰
711-11-125	LF	76	THERMOPLASTIC (STD.) (WHITE) (SOLID) (24") <i>Eight Dollars</i>		\$8. ⁰⁰	\$608. ⁰⁰
711-11-141	LF	483	THERMOPLASTIC (STD.) (WHITE) (SKIP) (6") <i>Two Dollars</i>		\$2. ⁰⁰	\$966. ⁰⁰
711-11-160	EA	4	THERMOPLASTIC (STD.) (MESSAGE) <i>Two Hundred Fifty Dollars</i>		\$250. ⁰⁰	\$1,000. ⁰⁰
711-11-170	EA	12	THERMOPLASTIC (STD.) (ARROW) <i>Eighty Dollars</i>		\$80. ⁰⁰	\$960. ⁰⁰
711-11-211	NM	2.826	THERMOPLASTIC (STD.) (YELLOW) (SOLID) (6") <i>Three Thousand Eight Hundred Dollars</i>		\$3,800. ⁰⁰	\$11,118. ⁸⁰

10 Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
UTILITY RELOCATION PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
1613-130-316	LF	52	WATER PIPE (PVC) C-900 CLASS 150 DR18 PUSH-ON JOINT 6" <i>Forty Five Dollars</i>	<i>\$45.⁰⁰</i>	<i>\$2,340.⁰⁰</i>
1613-130	LF	2,641	WATER PIPE (PVC) C-900 CLASS 150 DR18 PUSH-ON JOINT 10" <i>Forty Dollars</i>	<i>\$40.⁰⁰</i>	<i>\$105,640.⁰⁰</i>
1613-130-01	LF	20	WATER PIPE (HDPE) DIRECTIONAL DRILL 10" <i>Three Hundred Eighty Dollars</i>	<i>\$380.⁰⁰</i>	<i>\$7,600.⁰⁰</i>
1613-140	LF	43	WATER PIPE (DUCTILE IRON) CLASS 52 RESTRAINED JOINT 10" <i>One Hundred Dollars</i>	<i>\$100.⁰⁰</i>	<i>\$4,300.⁰⁰</i>
1619-146-08	EA	14	LONG SERVICE CONNECTIONS <i>Two Thousand Five Hundred Dollars</i>	<i>\$2,500.⁰⁰</i>	<i>\$35,000.⁰⁰</i>
1619-146-08	EA	15	SHORT SERVICE CONNECTIONS <i>One Thousand Dollars</i>	<i>\$1,000.⁰⁰</i>	<i>\$15,000.⁰⁰</i>
1642-156-20	EA	1	GATE VALVE (CAST IRON) (250 PSI) (W/VALVE BOX) 10" <i>Two Thousand Dollars</i>	<i>\$2,000.⁰⁰</i>	<i>\$2,000.⁰⁰</i>
1644-133-21	EA	5	FIRE HYDRANT ASSEMBLY <i>Four Thousand Dollars</i>	<i>\$4,000.⁰⁰</i>	<i>\$20,000.⁰⁰</i>
1611-120	LS	1	WATER FITTINGS (CAST IRON) <i>Twenty Thousand Dollars</i>	<i>\$20,000.⁰⁰</i>	<i>\$20,000.⁰⁰</i>

Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
UTILITY RELOCATION PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION (PRICE WRITTEN IN WORDS)	UNIT OR LUMP SUM PRICE	UNIT PRICE	AMOUNT
1693-100-18	EA	1	CONNECT TO EXISTING WATER MAIN 6" <i>One Thousand Dollars</i>		<i>\$1,000.⁰⁰</i>	<i>\$1,000.⁰⁰</i>
*1693-01	EA	2	LINE STOP 6" <i>Six Thousand Dollars</i>		<i>\$6,000.⁰⁰</i>	<i>\$12,000.⁰⁰</i>
*1693-02	EA	25	LINE STOP 10" <i>Seven Thousand Dollars</i>		<i>\$7,000.⁰⁰</i>	<i>\$175,000.⁰⁰</i>
*1693-03	EA	2	TAPPING SLEEVE & VALVE ASSEMBLY 6" <i>Four Thousand Dollars</i>		<i>\$4,000.⁰⁰</i>	<i>\$8,000.⁰⁰</i>
*1693-04	EA	25	TAPPING SLEEVE & VALVE ASSEMBLY 10" <i>Five Thousand Dollars</i>		<i>\$5,000.⁰⁰</i>	<i>\$125,000.⁰⁰</i>
*1693-05	EA	12	TEMPORARY JUMPER ASSEMBLY <i>Four Hundred Dollars</i>		<i>\$400.⁰⁰</i>	<i>\$4,800.⁰⁰</i>
*1693-06	EA	1	LINE STOP 16" <i>Thirteen Thousand Dollars</i>		<i>\$13,000.⁰⁰</i>	<i>\$13,000.⁰⁰</i>
*1693-07	EA	1	TAPPING SLEEVE & VALVE ASSEMBLY 16" <i>Seven Thousand Dollars</i>		<i>\$7,000.⁰⁰</i>	<i>\$7,000.⁰⁰</i>
*1693-08	SY	950	OPEN CUT- REMOVE & REPLACE PAVEMENT <i>Sixty Dollars</i>		<i>\$60.⁰⁰</i>	<i>\$57,000.⁰⁰</i>
1600-900-25	LF	2,409	REMOVE PIPE (18" OR LESS) WATER MAIN <i>One Dollar</i>		<i>\$1.⁰⁰</i>	<i>\$2,409.⁰⁰</i>

Add. 8 Rec. 7.10.07
 13

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
UTILITY RELOCATION PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
*1600-01	EA	6	REMOVE WATER FITTING (FIRE HYDRANT) <i>Two Hundred Dollars</i>	<i>\$200.⁰⁰</i>	<i>\$1,200.⁰⁰</i>
1513-160-01	LF	880	SEWER PIPE FM (PVC) C-900 CLASS 150 DR25 PUSH-ON JOINT 6" <i>Thirty Dollars</i>	<i>\$30.⁰⁰</i>	<i>\$26,400.⁰⁰</i>
1544-110-11	EA	1	AIR RELEASE VALVE (IN VAULT) 6" <i>Twelve Thousand Dollars</i>	<i>\$12,000.⁰⁰</i>	<i>\$12,000.⁰⁰</i>
1519-100-14	EA	6	CONNECT TO EXISTING FM 6" <i>Two Thousand Dollars</i>	<i>\$2,000.⁰⁰</i>	<i>\$12,000.⁰⁰</i>
1511-110	LS	1	SANITARY SEWER FITTINGS <i>Five Thousand Dollars</i>	<i>\$5,000.⁰⁰</i>	<i>\$5,000.⁰⁰</i>
*1500-03	SY	60	OPEN CUT- REMOVE & REPLACE PAVEMENT <i>Fifty Dollars</i>	<i>\$50.⁰⁰</i>	<i>\$3,000.⁰⁰</i>
1500-900-25	LF	846	REMOVE PIPE(18" OR LESS) SANITARY FM <i>Two Dollars</i>	<i>\$2.⁰⁰</i>	<i>\$1,692.⁰⁰</i>
			<i>Six Hundred Seventy Eight Thousand Three Hundred Eighty One Dollars</i>		<i>\$678,381.⁰⁰</i>
			<i>Two Million Five Hundred Seventy Seven Thousand Twenty Two Dollars.</i>	<i>\$</i>	<i>2,577,022.⁰⁰</i>
					TOTAL
					GRAND TOTAL

Add. 8 Rec. 7.10.07

EXHIBIT C

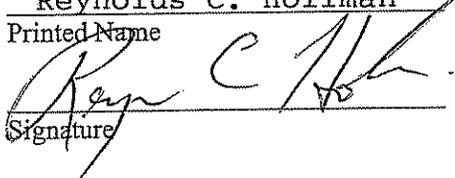
**TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES**

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>
Lay back Slopes	CY	1500 ⁰⁰	1 ⁰⁰	1500 ⁰⁰
_____	_____	_____	_____	_____
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TOTAL \$ 1500⁰⁰

Reynolds C. Holiman
Printed Name

Signature

Prime Construction Group, Inc.
Bidder Name
June 27, 2007
Date

**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-2167-07/BHJ
 PROJECT TITLE: Bear Lake Road Drainage Improvements
 OPENING DATE: July 18, 2007, 2:00 P.M.

PAGE: 1 of 2

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Prime Construction Group, Inc. P.O. Box 590507 Orlando, FL 32859-0507	APEC, Inc. 4436 Old Winter Garden Rd. Orlando, FL 32811	Gibbs & Register, Inc. 232 S. Dillard St. Winter Garden, FL 34787	JCB Construction, Inc. 800 W. Gore St. Orlando, FL 32805
	Reynolds C. Holiman (407) 856-8180 – Phone (407) 856-8182 – Fax	Majid Fouladi (407) 522-0530 – Phone (407) 532-8332 – Fax	Gary E. Register (407) 654-6133 – Phone (407) 905-2941 – Fax	Brian Butler (407) 425-9880 – Phone (407) 425-9972 – Fax
TOTAL AMOUNT OF BID	\$2,577,022.00	\$2,827,036.15	\$2,910,400.00	\$3,041,760.60
Acknowledgement of addenda	Yes	Yes	Yes	Yes
Bid bond	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
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
American w/Disabilities Act	Yes	Yes	Yes	Yes

CC-2167-07/BHJ – Bear Lake Road Drainage Improvements

ITEM DESCRIPTION	Response #5	Response #6	Response #7	
	Jon M Hall Company 1920 Boothe Circle Longwood, FL 32750 Keith L .Carson (407) 215-0410 – Phone (407) 215-0411 – Fax	Cathcart Contracting Company 1056 Willa Springs Drive Winter Springs, FL 32708 John T. Cathcart (407) 629-2900 – Phone (407) 677-4212 – Fax	AJC Construction, LLC 8046A Presidents Ave. Orlando, FL 32809 Alexander Caputo (407) 855-5572 – Phone (407) 855-4922 – Fax	
TOTAL AMOUNT OF BID	\$3,142,304.80	\$3,274,222.20 *Mistaken Bid	\$3,437,000.00	
Acknowledgement of addenda 1-5	Yes	Yes	Yes	
Bid bond	Yes	Yes	Yes	
Trench Safety Act	Yes	Yes	Yes	
Bidder Information Form	Yes	Yes	Yes	
Non-Collusion Affidavit	Yes	Yes	Yes	
Drug-Free Workplace	Yes	Yes	Yes	
American w/Disabilities Act	Yes	Yes	Yes	

Opened and Tabulated by Bill Johnson (Posted July 20, 2007 at 1:00 p.m. Eastern)

Recommendation of Award: Prime Construction Group, Inc.

CC Agenda Date: 8/28/2007