

TAB 11



City of Palmetto Agenda Item

Meeting Date

11/1/10

Presenter: Allen Tusing

Department: City Hall/PW

Title:

Ward I Phase II Contract between City of Palmetto and Gator Grading and Paving LLC

On October 4, 2010 Commission approved the award of Ward I Phase II to Gator Grading and Paving LLC for an amount not to exceed \$2,277,764.50 as part of a Request for Proposals (RFP). The attached contract outlines the terms and conditions associated with the construction contract between the City and Gator Grading and Paving LLC. Staff included the main contract document, but did not include the technical specifications as it is approximately 120 pages. However, the document is on file with the City Clerk if you would like to review the document or request a copy.

Please note that \$750,000 of the construction costs will be funded by way of the CDBG grant that the City received earlier this year. The balance of the project is being funded by the CRA. Construction is anticipated to start within the next month or two depending on holiday schedules.

Budgeted Amount:

\$2,277,764.50

Budget Page No(s):

NA

Available Amount:

\$2,277,764.50

Expenditure Amount:

\$2,277,764.50

Additional Budgetary Information:

Budget amendments will be forthcoming at the next meeting to establish budget in the appropriate accounts to fund the project.

Funding Source(s):

CDBG Grant and CRA

Sufficient Funds Available:

☒ Yes
☐ No

Budget Amendment Required:

☒ Yes
☐ No

Source:

City Attorney Reviewed:

☒ Yes
☐ No
☐ N/A

Advisory Board Recommendation:

☐ For
☐ Against
☒ N/A

Consistent With:

☐ Yes
☐ No
☐ N/A

Potential Motion/Direction Requested:

Motion to approve and authorize the Mayor to execute the contract between the City of Palmetto and Gator Grading and Paving LLC for construction activities associated with the Ward I Phase II project in an amount not to exceed \$2,277,764.50.

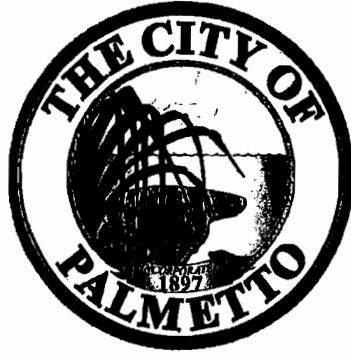
Staff Contact:

Jim Freeman and Allen Tusing

Attachments:

Contract

CITY OF PALMETTO



CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

**WARD 1 PHASE 2 INFRASTRUCTURE PROJECT
COP PROJECT # 05- 436**

October 18, 2010

**WARD 1 PHASE II
NEIGHBORHOOD REVITALIZATION & INFRASTRUCTURE IMPROVEMENTS
COP PROJECT #05-436**

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00330	No Lobbying Affidavit
00340	Sworn Statement on Public Entity Crimes
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00430	Bid Bond
00500	Construction Agreement
00610	Combination Performance and Payment Contract Bond
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00800	Special Provisions
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01060	Regulatory Requirements
01100	Measurement and Payment
01300	Schedules, Reports, Records, and Submittals
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02510	Paving
02710	Pipework, Storm Sewer
02730	Pipework, Gravity Sewer
02760	Pipework, Water Distribution/Reuse
02900	Seeding and Sodding

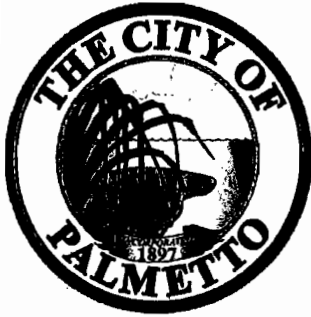
DIVISION 3 – CONCRETE

03300	Concrete Construction
03400	Precast Concrete Construction

CDBG Supplemental Conditions
CDBG Wage Decisions
CDBG Contractor Agreement
Certificate Regarding Debarment

Sample Application for Payment
Sample Contract Change Order

Appendix A FDEP Water Construction Permit
Appendix B FDEP Sewer Construction Permit



Department of Public Works
600 17th Street West
Palmetto, Florida 34221
Phone (941) 723-4580 FAX: (941) 723-4539
Suncom 599-4580

October 18, 2010

Kevin Hicks, CEO, Manager
Gator Grading & Paving, LLC
2704 105th Street East
Palmetto, Florida 34221

Subject: Ward 1 Phase II Infrastructure Project
COP Job #05-436

Dear Mr. Hicks:

This letter serves as formal notification that the Mayor & City Commission of the City of Palmetto, at its regularly scheduled meeting on October 4, 2010, approved to award the contract for the above referenced project to Gator Grading & Paving, LLC.

In accord with the Invitation to Bid please furnish the required Performance and Payment Contract Bond, along with all required Certificates of Insurance.

If you require additional information or have any questions, please feel free to contact me.

Sincerely,

Allen R. Tusing, Director
Public Works Department

Cc: Frank Woodard II, Deputy Director, Engineering & Project Management
Karen Simpson, Deputy Clerk of Finance
Nixa Haisley, Purchasing Agent

CITY OF PALMETTO
516 8th Avenue W.
P.O. Box 1209
Palmetto, Florida 34220-1209
www.palmettofl.org

Phone (941) 723-4570
Fax (941) 723-4576

**BID SIGNATURE FORM
WARD 1 PHASE II INFRASTRUCTURE PROJECT
COP PROJECT # 05- 436**

Name Gator Grading & Paving, LLC

Date 7-27-2010

Address 2704 105th St E.

Phone (941) 751-3900

City Palmetto State FL Zip 34221

Fax (941) 751-3949

Federal Id# 20-8670315

Florida License # CGC 1514102 / CUC 1224433

We hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term and condition contained in the Invitation to Bid.

We understand that the bid specification, term and conditions in their entirety shall be made a part of any agreement or contract between the City of Palmetto and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages and attorney fees as incurred by the City.

The undersigned attest to his (her, their) authority to submit this bid form and to bind their company herein named to perform as per agreement. If the firm is selected by the City the undersigned certifies that he/she will negotiate in good faith to establish an agreement according to the requirement of this ITB.

Name (print or type) W. Kevin Hicks Title CEO/mgr

Signature W Kevin Hicks CEO/mgr Date 7-27-10

**Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221**

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PALMETTO WARD 1 PHASE 2A					
BID FORM					
Phase 2A Southern Portion of the Project					
11th Street W					
7th Ave W, 6th Ave Dr W, 6th Ave W, 5th Ave Dr W (between US-301/10th St W and 11th Street Dr W)					
6th Ave Dr W (between 11th Street Dr W and 12th Street W – directional drill to supply re-use)					
	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	EXTENDED PRICE
101-1-A	MOBILIZATION / DEMOBILIZATION	LS	1	67,500.00	67,500.00
101-1-B	CONSTRUCTION SURVEYING / AS-BUILTS	LS	1	14,255.00	14,255.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	8,885.00	8,885.00
SUBTOTAL					90,640.00
ROADWAY					
104- 10- 3	STAKED SILT FENCE	LF	6200	.80	4,960.00
104-18	INLET PROTECTION	EA	2	60.00	120.00
110- 1- 1-A	REMOVE EXISTING ASPHALT PAVEMENT	SY	8400	1.95	16,380.00
110- 1- 1-B	SELECTIVE DEMOLITION	LS	1	55,795.00	55,795.00
110- 1- 1-C	REMOVE UNSUITABLE SUBSURFACE MATERIAL	CY	25	150.00	3,750.00
110- 7-1	REPLACE MAILBOXES (FURNISH & INSTALL)	EA	20	96.00	1,920.00
160- 6	STABILIZED SUBGRADE (12"X) LBR 40)	SY	11400	4.50	51,300.00
200-CC	8" CRUSHED CONCRETE BASE (LBR 100)	SY	9500	11.25	106,875.00
286- 1-6IN	CONCRETE TURNOUT, 6" THICK (DRIVEWAY)	SY	500	29.70	14,850.00
286- 1-8IN	CONCRETE TURNOUT, 8" THICK (DRIVEWAY)	SY	190	35.70	6,783.00
286- 1-SH	SHELL, GRAVEL OR BRICK TURNOUT (DRIVEWAY)	SY	400	12.05	4,820.00
330-ROAD	TYPE S-1 ASPHALTIC CONCRETE (1-1/2")	TN	770	85.50	65,835.00
330-RST	RESTORE ASPHALT PAVEMENT	SY	300	29.15	8,745.00
330-TO	ASPHALT TURNOUT (DRIVEWAY)	SY	160	32.00	5,120.00
520- 1- 8-MC	CONCRETE CURB AND GUTTER (MIAMI CURB)	LF	7100	8.00	56,800.00
520- 1- 8-MG	CONCRETE CURB AND GUTTER (MIAMI GUTTER)	LF	84	8.15	684.60
522- 1	CONCRETE SIDEWALK, 4" THICK	SY	1600	22.35	35,760.00
570- 1- 2	SOD (BAHIA)(WATERING INCIDENTAL)	SY	6600	1.80	11,880.00
700- 20-11	SIGN, SINGLE POST	EA	17	300.00	5,100.00
711- 11-123	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE)(12")	LF	720	3.00	2,160.00
711- 11-125	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE)(24")	LF	180	5.95	1,071.00
ROADWAY SUBTOTAL					460,708.60

Gator Grading & Paving, LLC
2704 106th St E
Palmetto, FL 34221

PALMETTO WARD 1 PHASE 2A					
BID FORM					
Phase 2A Southern Portion of the Project					
11th Street W					
7th Ave W, 6th Ave Dr W, 6th Ave W, 5th Ave Dr W (between US-301/10th St W and 11th Street Dr W)					
6th Ave Dr W (between 11th Street Dr W and 12th Street W – directional drill to supply re-use)					
	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	EXTENDED PRICE
DRAINAGE					
425- 1-901-G	GUTTER INLET	EA	9	2,170. ⁰⁰	19,530. ⁰⁰
425- 1-901-JB	GUTTER INLET W/ JUNCTION BOX (ALT. "B" BOTTOM)	EA	9	2,170. ⁰⁰	19,530. ⁰⁰
425- 2- 61	P-4 MANHOLE	EA	1	1,480. ⁰⁰	1,480. ⁰⁰
425- 3- 81	JUNCTION BOX (ALT. "B" BOTTOM)	EA	1	1,966. ⁰⁰	1,966. ⁰⁰
425-RR	REMOVE & REPLACE STORM STRUCTURE (OPTIONAL @ RR RM)	EA	2	20. ⁰⁰	40. ⁰⁰
430-175-101-18	PIPE CULVERT (PVC A2000 OR EQUAL)(18")	LF	1221	23. ²⁰	28,327. ²⁰
430-175-101-24	PIPE CULVERT (PVC A2000 OR EQUAL)(24")	LF	373	36. ⁹⁰	13,763. ⁷⁰
430-175-201-24	ELLIPTICAL CONCRETE PIPE CULVERT (HE III)(19"X 30")	LF	467	46. ⁷⁰	21,808. ⁹⁰
430-984-129	MITERED END SECTION (24")	EA	1	765. ⁰⁰	765. ⁰⁰
DRAINAGE SUBTOTAL					107,210. ⁸⁰
WATER					
1050- 11-222-W4	4" PVC C-900 DR-18 WATER MAIN	LF	640	10. ¹⁵	6,496. ⁰⁰
1050- 11-223-W6	6" PVC C-900 DR-18 WATER MAIN	LF	2400	14. ⁰⁰	33,600. ⁰⁰
1050-11-224-W12	12" PVC C-900 DR-18 WATER MAIN	LF	640	46. ³⁰	29,632. ⁰⁰
1050-16-002-W2	PIPE REMOVAL 2" PVC WATER MAIN	LF	1150	.95	1,092. ⁵⁰
1050-16-002-W4	PIPE REMOVAL 4" PVC WATER MAIN	LF	2200	1. ⁵⁰	3,300. ⁰⁰
1050-16-003-W6	PIPE REMOVAL 6" PVC WATER MAIN	LF	250	1.25	312. ⁵⁰
1050-16-004-W12	PIPE REMOVAL 12" AC WATER MAIN	LF	700	21. ⁰⁰	14,700. ⁰⁰
1080-11-204-W4	4" GATE VALVE ASSEMBLY	EA	3	835. ⁰⁰	2,505. ⁰⁰
1080-11-304-W6	6" GATE VALVE ASSEMBLY	EA	10	965. ⁰⁰	9,650. ⁰⁰
1080-11-404-W12	12" GATE VALVE ASSEMBLY	EA	3	2,405. ⁰⁰	7,215. ⁰⁰
1080-11-WSVC-1	WATER SERVICE ASSEMBLY (SINGLE SERVICE)	EA	40	645. ⁰⁰	25,800. ⁰⁰
1080-11-WSVC-2	WATER SERVICE ASSEMBLY (DOUBLE SERVICE)	EA	1	1,065. ⁰⁰	1,065. ⁰⁰
1644-113-08-W	HYDRANT ASSEMBLY (WATER MAIN) (INCLUDES VALVE)	EA	2	3,535. ⁰⁰	7,070. ⁰⁰
WATER SUBTOTAL					142,438. ⁰⁰

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

PALMETTO WARD 1 PHASE 2A					
BID FORM					
Phase 2A Southern Portion of the Project					
11th Street W					
7th Ave W, 6th Ave Dr W, 6th Ave W, 5th Ave Dr W (between US-301/10th St W and 11th Street Dr W)					
6th Ave Dr W (between 11th Street Dr W and 12th Street W – directional drill to supply re-use)					
	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	EXTENDED PRICE
REUSE					
555- 1- 2	6" HDPE DIRECTIONAL BORE REUSE MAIN	LS	1	8,715. ⁰⁰	8,715. ⁰⁰
1050- 11-223-R6	6" PVC C-900 DR-18 REUSE MAIN	LF	3600	12. ⁰⁰	43,920. ⁰⁰
1080- 11-304	6" GATE VALVE ASSEMBLY	EA	3	915. ⁰⁰	2,745. ⁰⁰
1080-11-RSVC	REUSE WATER SERVICE ASSEMBLY	EA	40	935. ⁰⁰	37,400. ⁰⁰
1844-113-08-R	HYDRANT ASSEMBLY (REUSE MAIN) (INCLUDES VALVE)	EA	2	4,545. ⁰⁰	9,090. ⁰⁰
REUSE SUBTOTAL					101,870. ⁰⁰
SEWER					
1050- 11-224-S8	8" PVC. SDR 26 GRAVITY SEWER MAIN	LF	2800	32.05	89,740. ⁰⁰
1050- 16-004-S8	PIPE REMOVAL 8" VCP SEWER	LF	2420	3.70	8,954. ⁰⁰
1055- 11-SCO	SEWER CLEANOUT ASSEMBLY	EA	58	673. ⁰⁰	39,034. ⁰⁰
1060- 11-211	INSTALL SEWER LINED MANHOLE (0 - 6' DEPTH)	EA	4	2,525. ⁰⁰	10,100. ⁰⁰
1060- 11-212	INSTALL SEWER LINED MANHOLE (6'- 12' DEPTH)	EA	6	2,680. ⁰⁰	16,080. ⁰⁰
1060- 16	REMOVE EXISTING SEWER MANHOLE	EA	10	230. ⁰⁰	2,300. ⁰⁰
SEWER SUBTOTAL					166,208. ⁰⁰
PHASE 2A TOTAL					1,069,075. ⁴⁰

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

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PALMETTO WARD 1 PHASE 2B					
BID FORM					
Phase 2B - Northern Portion of the Project					
11th Street Dr W, 12th Street W, 12th Street Dr W					
8th Ave W (between 12th Street W and 12th Street Dr W)					
	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	EXTENDED PRICE
101-1-A	MOBILIZATION / DEMOBILIZATION	LS	1	56,705. ⁰⁰	56,705. ⁰⁰
101-1-B	CONSTRUCTION SURVEYING / AS-BUILTS	LS	1	13,090. ⁰⁰	13,090. ⁰⁰
102-1	MAINTENANCE OF TRAFFIC	LS	1	8,885. ⁰⁰	8,885. ⁰⁰
				SUBTOTAL	78,680. ⁰⁰
ROADWAY					
104-10-3	STAKED SILT FENCE	LF	8800	.80	7,040. ⁰⁰
104-18	INLET PROTECTION	EA	4	60. ⁰⁰	240. ⁰⁰
110-1-1-A	REMOVE EXISTING ASPHALT PAVEMENT	SY	8600	1. ⁹⁰	16,340. ⁰⁰
110-1-1-B	SELECTIVE DEMOLITION	LS	1	70,905. ⁰⁰	70,905. ⁰⁰
110-1-1-C	REMOVE UNSUITABLE SUBSURFACE MATERIAL	CY	25	150. ⁰⁰	3,750. ⁰⁰
110-7-1	REPLACE MAILBOXES (FURNISH & INSTALL)	EA	60	96. ⁰⁰	5,760. ⁰⁰
160-6	STABILIZED SUBGRADE (12")(LBR 40)	SY	10600	4. ⁵⁰	47,700. ⁰⁰
200-CC	8" CRUSHED CONCRETE BASE (LBR 100)	SY	8500	11.25	95,625. ⁰⁰
286-1-8IN	CONCRETE TURNOUT, 6" THICK (DRIVEWAY)	SY	1100	30. ⁰⁰	33,000. ⁰⁰
286-1-8IN	CONCRETE TURNOUT, 8" THICK (DRIVEWAY)	SY	350	35. ⁷⁰	12,495. ⁰⁰
286-1-SH	SHELL, GRAVEL OR BRICK TURNOUT (DRIVEWAY)	SY	200	11.95	2,390. ⁰⁰
330-ROAD	TYPE S-1 ASPHALTIC CONCRETE (1-1/2")	TN	680	85. ⁵⁰	58,140. ⁰⁰
330-TO	ASPHALT TURNOUT (DRIVEWAY)	SY	20	32. ⁰⁰	640. ⁰⁰
520-1-8-MC	CONCRETE CURB AND GUTTER (MIAMI CURB)	LF	7900	8. ⁰⁰	63,200. ⁰⁰
520-1-8-MG	CONCRETE CURB AND GUTTER (MIAMI GUTTER)	LF	84	8.15	684.60
520-3	CONCRETE CURB AND GUTTER (3' VALLEY GUTTER)	LF	248	19.85	4,922.80
522-1	CONCRETE SIDEWALK, 4" THICK	SY	1500	22.35	33,525. ⁰⁰
570-1-2	SOD (BAHIA)(WATERING INCIDENTAL)	SY	3400	1. ⁸⁰	6,120. ⁰⁰
700-20-11	SIGN, SINGLE POST	EA	13	300. ⁰⁰	3,900. ⁰⁰
711-11-123	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE)(12")	LF	480	3. ⁰⁰	1,440. ⁰⁰
711-11-125	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE)(24")	LF	170	5.95	1,011.50
				ROADWAY SUBTOTAL	468,828. ⁹⁰

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

PALMETTO WARD 1 PHASE 2B					
BID FORM					
Phase 2B Northern Portion of the Project					
11th Street Dr W, 12th Street W, 12th Street Dr W					
6th Ave W (between 12th Street W and 12th Street Dr W)					
	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	EXTENDED PRICE
DRAINAGE					
425- 1-901-G	GUTTER INLET	EA	11	2,170. ⁰⁰	23,870. ⁰⁰
425- 1-901-JB	GUTTER INLET W/ JUNCTION BOX (ALT. "B" BOTTOM)	EA	12	2,170. ⁰⁰	26,040. ⁰⁰
425- 2- 61	P-4 MANHOLE	EA	1	1,675. ⁰⁰	1,675. ⁰⁰
425-RR	REMOVE & REPLACE STORM STRUCTURE (OPTIONAL @ RR R/W)	EA	2	14. ⁶⁵	29. ³⁰
430-175-101-18	PIPE CULVERT (PVC A2000 OR EQUAL)(18")	LF	1503	22. ⁹⁵	34,493. ⁸⁵
430-175-101-24	PIPE CULVERT (PVC A2000 OR EQUAL)(24")	LF	1499	36. ⁸⁵	55,238. ¹⁵
430-175-102-30	PIPE CULVERT (PVC A2000 OR EQUAL)(30")	LF	313	52. ⁵⁰	16,432. ⁵⁰
430-175-102-36	PIPE CULVERT (PVC A2000 OR EQUAL)(36")	LF	230	86. ³⁵	19,860. ⁵⁰
DRAINAGE SUBTOTAL					177,639. ³⁰
WATER					
558- 1- 4	22" SCHEDULE 20 STEEL CASING (JACK & BORE)	LS	1	30,105. ⁰⁰	30,105. ⁰⁰
1050- 11-222-W2	2" PE-3408 C-901 DR-11 WATER PIPE	LF	18	34. ⁸⁰	626. ⁴⁰
1050- 11-222-W4	4" PVC C-900 DR-18 WATER MAIN	LF	240	10. ⁰⁰	2,400. ⁰⁰
1050- 11-223-W6	6" PVC C-900 DR-18 WATER MAIN	LF	2700	12. ³⁰	34,290. ⁰⁰
1050-11-224-W8	8" PVC C-900 DR-18 WATER MAIN	LF	820	16. ²⁵	13,325. ⁰⁰
1050-11-224-W12	12" PVC C-900 DR-18 WATER MAIN	LF	1460	33. ⁰⁵	48,253. ⁰⁰
1050-16-002-W2	PIPE REMOVAL 2" PVC WATER MAIN	LF	1250	1. ⁰⁵	1,312. ⁵⁰
1050-16-003-W6	PIPE REMOVAL 6" PVC WATER MAIN	LF	1250	1. ⁴⁰	1,750. ⁰⁰
1050-16-004-W8	PIPE REMOVAL 8" AC WATER MAIN	LF	300	13. ⁷⁵	4,125. ⁰⁰
1050-16-004-W12	PIPE REMOVAL 12" AC WATER MAIN	LF	1000	23. ³⁰	23,300. ⁰⁰
1080-11-204-W4	4" GATE VALVE ASSEMBLY	EA	2	835. ⁰⁰	1,670. ⁰⁰
1080-11-304-W6	6" GATE VALVE ASSEMBLY	EA	10	965. ⁰⁰	9,650. ⁰⁰
1080-11-404-W8	8" GATE VALVE ASSEMBLY	EA	1	1,420. ⁰⁰	1,420. ⁰⁰
1080-11-404-W12	12" GATE VALVE ASSEMBLY	EA	3	2,405. ⁰⁰	7,215. ⁰⁰
1080-11-WSVC-1	WATER SERVICE ASSEMBLY (SINGLE SERVICE)	EA	68	505. ⁰⁰	34,340. ⁰⁰
1080-11-WSVC-2	WATER SERVICE ASSEMBLY (DOUBLE SERVICE)	EA	5	1,055. ⁰⁰	5,275. ⁰⁰
1080-11-WSVC-3	WATER SERVICE ASSEMBLY (TRIPLE SERVICE)	EA	1	2,000. ⁰⁰	2,000. ⁰⁰
1644-113-08-W	HYDRANT ASSEMBLY (WATER MAIN) (INCLUDES VALVE)	EA	7	3,870. ⁰⁰	27,090. ⁰⁰
WATER SUBTOTAL					248,146. ⁹⁰
REUSE					
1050- 11-223-R6	6" PVC C-900 DR-18 REUSE MAIN	LF	2300	14. ²⁰	32,660. ⁰⁰
1050- 11-224-R8	8" PVC C-900 DR-18 REUSE MAIN	LF	80	55. ³⁵	4,428. ⁰⁰
1080- 11-304	6" GATE VALVE ASSEMBLY	EA	3	890. ⁰⁰	2,670. ⁰⁰

PALMETTO WARD 1 PHASE 2B BID FORM					
Phase 2B Northern Portion of the Project 11th Street Dr W, 12th Street W, 12th Street Dr W 6th Ave W (between 12th Street W and 12th Street Dr W)					
	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	EXTENDED PRICE
1080-11-RSVC	REUSE WATER SERVICE ASSEMBLY	EA	62	676. ⁰⁰	41,912. ⁰⁰
1644-113-08-R	HYDRANT ASSEMBLY (REUSE MAIN) (INCLUDES VALVE)	EA	1	3,506. ⁰⁰	3,506. ⁰⁰
REUSE SUBTOTAL					85,176. ⁰⁰
SEWER					
1050- 11-224-S8	8" PVC. SDR 26 GRAVITY SEWER MAIN	LF	2600	27.25	70,850. ⁰⁰
1050- 16-004-S8	PIPE REMOVAL 8" VCP SEWER	LF	2480	3. ⁶⁰	8,928. ⁰⁰
1055- 11-SCO	SEWER CLEANOUT ASSEMBLY	EA	46	781. ⁰⁰	35,926. ⁰⁰
1060- 11-211	INSTALL SEWER LINED MANHOLE (0 - 6' DEPTH)	EA	3	2,526. ⁰⁰	7,578. ⁰⁰
1060- 11-212	INSTALL SEWER LINED MANHOLE (6' - 12' DEPTH)	EA	7	2,678. ⁰⁰	18,746. ⁰⁰
1060- 15	CONNECT TO EXISTING SEWER MANHOLE	EA	3	1,800. ⁰⁰	5,400. ⁰⁰
1060- 16	REMOVE EXISTING SEWER MANHOLE	EA	9	310. ⁰⁰	2,790. ⁰⁰
SEWER SUBTOTAL					150,218. ⁰⁰
PHASE 2B TOTAL					1,208,689. ¹⁰
SUMMARY					
PHASE 2A TOTAL		1,069,075.40			
PHASE 2B TOTAL		1,208,689.10			
GRAND TOTAL		2,277,764.50			
Contractor Signature		W. Kevin Hicks		Date 7/28/10	
Print or Type Name and Title		W. KEVIN HICKS CEO/MGR			

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

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CITY OF PALMETTO
516 8th Avenue W.
P.O. Box 1209
Palmetto, Florida 34220-1209
www.palmettofl.org

Phone (941) 723-4570
Fax (941) 723-4576

CONTRACTOR'S QUESTIONNAIRE

The Proposer warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

Company Name: Gator Grading & Paving, LLC

FL GENERAL CONTRACTOR LICENSE # CGC 1514102

Address 2704 105th St E City/State/Zip Palmetto, FL 34221

Phone Number 941-751-3900 Fax Number 941-751-3949

Bidding as: an individual; a partnership ; a corporation LLC; a joint venture

1. If partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers.

W. Kevin Hicks, CEO/mgr Florida
Michael A. Novak, President

2. How many years has your organization been in business as a licensed Contractor under your present name? 3 1/2 yrs

3. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

no

4. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, and phone number) and why.

no

5. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances below.

no

6. Will you subcontract any part of this project? If so, describe which portion(s) below.

concrete work, geo-testing, JACK + BOLT, SURVEYING
sodding

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

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**WARD 1 PHASE II
NEIGHBORHOOD REVITALIZATION & INFRASTRUCTURE IMPROVEMENTS
COP PROJECT #05-436**

SECTION 00320

BIDDERS CERTIFICATION

STATE OF Florida

COUNTY OF Manatee

I, W. Kevin Hicks, of Gator Grading & Paving, LLC (name of company), proposing to furnish the following described materials, equipment, and/or services to the City of Palmetto (the "CITY") Ward 1 Phase II Infrastructure Project - COP Project #05-436

HEREBY CERTIFIES THAT:

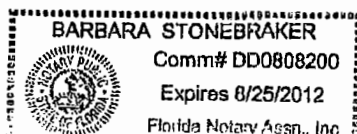
1. Bidder/Proposer has thoroughly inspected the specifications or request for proposal and understands the terms and conditions thereof and they are incorporated by reference in the bid or proposal for said goods or services, and have verified measurements, if applicable.
2. The bid or proposal is Contractor and binding and shall be valid for not less than sixty (60) days from the date of bid opening. A longer time may be set out in the bid, the proposal, or as negotiated between the Bidder/Proposer and the CITY.
3. The bid or proposal is made by a person authorized to bind the Bidder/Proposer.
4. The bid or proposal is made without unlawful collusion between another Bidder/Proposer or potential Bidder/Proposer, or with any officer or employee of the CITY.
5. The bid or proposal is in full compliance with the Copeland Anti-kickback statute.
6. The bidder does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or in the provision of services.

Print Name: W. Kevin Hicks

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 21 day of July, 2010, by W. Kevin Hicks, as CEO/Owner (title) of Gator Grading & Paving, LLC (name of company), on behalf of FLORIDA CORPORATION (type of entity).
☒ who is personally known to me,
☐ who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

Signature
Barbara Stonebraker

Print Name
NOTARY PUBLIC-STATE OF FLORIDA

My Commission Expires: 8/25/2012

Commission No. DD 0808200

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NEIGHBORHOOD REVITALIZATION & INFRASTRUCTURE IMPROVEMENTS
COP PROJECT #05-436

SECTION 00330

NO LOBBYING AFFIDAVIT

STATE OF Florida

COUNTY OF Manatee

This, 21st, of July, 2010 W. Kevin Hicks
being first duly sworn, deposes and says that he or she is the authorized representative of
Gator Grading & Paving, LLC

(Name of the authorized Contractor, Contractor or individual), maker of the attached request for proposal released by the City of Palmetto, and that the proposer and any of its agents agrees to abide by the City of Palmetto's no lobbying restrictions in regards to this solicitation.

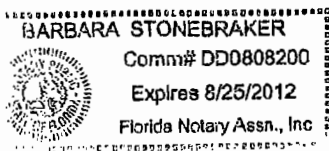
W. Kevin Hicks
Affiant

The foregoing instrument was acknowledged before me this 21 day of July, 2010,
by W. Kevin Hicks, CEO/Owner (name of person, officer, or agent, title of officer
or agent), of Gator Grading & Paving, LLC (name of corporation or
partnership, a FLORIDA (state of incorporation or partnership, if applicable).

☒ who is personally known to me,

☐ who produced _____ as identification, who did take an oath, and who
acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

Barbara Stonebraker

Signature

Print Name

NOTARY PUBLIC-STATE OF FLORIDA

My Commission Expires: 8/25/2012

Commission No. DD 0808200

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NEIGHBORHOOD REVITALIZATION & INFRASTRUCTURE IMPROVEMENTS
COP PROJECT #05-436**

SECTION 00340

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Palmetto (the "CITY") by:

W. Kevin Hicks, CEO/mgr
(Print individual's name and title)

For: Gator Grading & Paving, LLC
(Print name of entity submitting sworn statement)

Whose business address is: 2704 105th St E, Palmetto, FL 34221

And (if applicable) its Federal Employer Identification Number (FEIN) is: 20-8670315

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arms length agreement, shall be a prima facie case that one (2) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

**Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221**

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: 7-27-2010

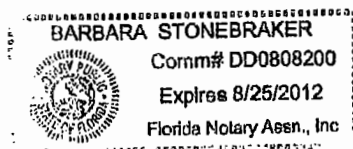
W. Kevin Hedges CEO/Owner
Signature

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 27 day of July, 2010, by W. Kevin Hedges, as CEO/Owner of Gator Grading & Paving, LLC, on behalf of Gator Grading & Paving, LLC.
☒ who is personally known to me, or ☐ who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Barbara Stonebraker
Signature
BARBARA STONEBRAKER
Print Name



NOTARY PUBLIC-STATE OF FL
My Commission Expires: 8/25/2012
Commission No. DD0808200

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

**WARD 1 PHASE II
NEIGHBORHOOD REVITALIZATION & INFRASTRUCTURE IMPROVEMENTS
COP PROJECT #05-436**

SECTION 00350

DRUG FREE WORK PLACE CERTIFICATION

SWORN STATEMENT PURSUANT TO ORDINANCE NO. 505, AMENDING CHAPTER 2, SECTION 2-57, PALMETTO CODE OF ORDINANCES, ON DRUG FREE WORK PLACES.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Palmetto (the "CITY"), by:

W. Kevin Hicks, CEO/mgr.
(Print individuals name and title)

For: Gator Grading & Paving, LLC
(Print name of entity submitting sworn statement)

Whose business is: 2704 105th St E Palmetto FL 34221
and (if applicable) its Federal Employer Identification Number (FEIN) is 80-8670315. (If the entity has no FEIN, include the social security number of the individual signing this sworn statement: _____)

I understand that no person or entity shall be awarded or receive a CITY contract for public improvements, procurement of goods or services (including professional services) or a CITY lease, franchise, concession or management agreement, or shall receive a grant of CITY monies unless such person or entity has submitted a written certification to the CITY that it will provide a drug free work place by:

1. Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - I. The dangers of drug abuse in the work place;
 - II. the person's or entity's policy of maintaining a drug free environment at all its work places, including, but not limited to, all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - III. any available drug counseling, rehabilitation, and employee assistance programs; and
 - IV. the penalties that may be imposed upon employees for drug abuse violations.
2. Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advise as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post, in a prominent place at all of its work places, a written statement of its policy containing the foregoing elements I through IV.
3. Notifying the employee in the statement required by subsection 1 that this is a condition of employment the employee will:
 - I. Abide by the terms of the statement; and
 - II. Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

4. Notifying the CITY within ten (10) days after receiving notice under subsection 3 from an employee or otherwise receiving actual notice of such conviction.
5. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal,, state, or local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug free work place through implementation of sections 1 through 5 stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE CITY OF PALMETTO IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OF THE PALMETTO CITY CLERK DETERMINES THAT:

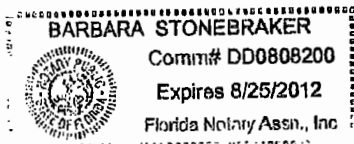
1. Such person or entity has made false certification;
2. such person or entity violates such certification by failing to carry out the requirements of sections 1, 2, 3, 4, 5 or 6 or Ordinance No. 505, amending Chapter 2, Section 2-57, Palmetto Code of Ordinances, or
3. such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Ordinance No. 505.

W. Keith Hicks
(Signature)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27 day of July, 2010, by W. Keith Hicks, as CEO/Manager of GATOR GRADING & PAVING, LLC, on behalf of GATOR GRADING & PAVING, LLC, who is personally known to me, or ☐ who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Barbara Stonebraker
(Signature)

Signature

Print Name

NOTARY PUBLIC-STATE OF FLORIDA

My Commission Expires: 8/25/2012

Commission No. DD0808200

Gator Grading & Paving, LLC
2704 105th St E
Palmetto, FL 34221

**WARD 1 PHASE II
NEIGHBORHOOD REVITALIZATION & INFRASTRUCTURE IMPROVEMENTS
COP PROJECT #05-436**

SECTION 00430

BID BOND

KNOW ALL MEN BY THESE PRESENT, that the undersigned, Gator Grading & Paving LLC
PRINCIPAL, AND Travelers Casualty and Surety Company of America Surety are held and firmly bound unto
the City of Palmetto hereinafter called the City, in the penal sum of (5% of the contract bid)
(\$ _____) lawful
money of the United States, for the payment of which sum will and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
accompanying bid, dated 7/21/2010, for Five Percent (5%) of amount Bid,
(\$ _____).

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein
after the opening of the same, or if no period be specified, within 30 calendar days after the said opening,
and shall within the period specified therefore, or if no period be specified, within 10 calendar days after
the prescribed forms are presented to him for signature, enter into a written contract with the City in
accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be
required, for the faithful performance and proper fulfillment of such contract; or in the event of the
withdrawal of said bid within the period specified, or the failure to enter into such contract and give such
bond within the time specified, if the Principal shall pay the City the difference between the amount
specified in said bid and the amount for which the City may procure the required work or supplies or
both, if the latter be in excess of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their
several seals this 21st day of July, 2010, the name and corporate seal of each corporate
party being hereto affixed and these present signed by it undersigned representative, pursuant to authority
of its governing body.

Principal (Print Full Name)

Surety (Print Full Name)

Gator Grading & Paving LLC

Travelers Casualty and Surety Company of America

By: [Signature] (S.)

By: [Signature] (S.)

Title: CEO
(Seal)

Title: Bobbi D. Pendleton, Attorney-in-fact
(Seal)

Countersigned By: [Signature]
Michael G. Verian, Non-Resident Florida Agent

* Attorney-in-fact, State of North Carolina

* Power-of-attorney for person signing for surety company must be attached to bond.

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POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221212

Certificate No. 003005884

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bobbi D. Pendleton, and Cathy F. Bailey

of the City of Cary, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of May, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 12th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of July, 2010.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**WARD 1 PHASE II
NEIGHBORHOOD REVITALIZATION & INFRASTRUCTURE IMPROVEMENTS
COP PROJECT #05-436**

SECTION 00500

CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into on the _____ day of _____, 20____, by and between **Gator Grading & Paving, LLC** herein after called CONTRACTOR, and the City of Palmetto, herein called CITY.

WITNESSETH:

That the CONTRACTOR, for the consideration hereinafter fully set out, hereby agrees with the CITY as follows:

1. That the CONTRACTOR shall furnish all materials and equipment and perform all of the work in the manner and to the full extent set forth in the following enumerated Plans and Specifications therefore prepared by _____, and the Contract Documents relative thereto, including among others the following:

Invitation to Bid, Instruction to Bidders, Form of Proposal, Form of Contract, Form(s) of Bond(s), General Conditions, Special Provisions, Technical Specifications and the drawings, and all addenda, if any, issued prior to the opening of bids, all of which are made a part of this Agreement as completely as if set forth herein. The General Conditions and Special Provisions are attached hereto as composite Attachment. The materials and the manner and extent of the work shall be to the satisfaction of the CITY or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.

2. That the CONTRACTOR shall commence the work to be performed under this Agreement on a date to be specified in a written order of the CITY and shall fully complete all work hereunder within 152 consecutive calendar days from and after said date.

3. The CITY hereby agrees to pay to the CONTRACTOR for the faithful performance of this Agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, as follows:

On or before the 15th day of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, equal to the contract value of the estimated work performed less ten percent of the amount of such estimate which is to be retained by the CITY until the work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY.

4. Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills, taxes, and other costs incurred in connection with said construction work have been paid in full, final payment on account of this Agreement shall be made within 30 days after the final completion by the CONTRACTOR of all work covered by this Agreement and the acceptance of such work by the CITY.

5. It is further agreed that if, at any time after the execution of this Agreement and the execution of the performance and payment bond(s) hereto attached, the CITY shall deem the bond(s) or the surety or sureties thereon to be unsatisfactory, or the coverage of the bonds(s) to be inadequate, the CONTRACTOR shall at its expense, within (5) days after the receipt of notice from the CITY so to do, furnish an additional bond(s) in such form and amount and with such surety or sureties as shall be satisfactory to the CITY. In such event no further payment to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional bond shall be furnished in manner and form satisfactory to the CITY.

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

(CONTRACTOR) _____

(WITNESS:) _____

(BY:) _____

(SEAL) _____

(CONTRACTOR) _____

CITY OF PALMETTO, a Florida Municipal
Corporation (CITY)

(ATTEST:)

BY: _____
Shirley Groover Bryant, Mayor

James R. Freeman, City Clerk

Approved as to Form

City Attorney

**WARD 1 PHASE II
NEIGHBORHOOD REVITALIZATION & INFRASTRUCTURE IMPROVEMENTS
COP PROJECT #05-436**

SECTION 00610

**COMBINATION
PERFORMANCE AND PAYMENT CONTRACT BOND
(100% Performance Bond and 100% Payment Bond)**

STATE OF FLORIDA
COUNTY OF _____

BOND NO. _____

BY THIS BOND, We, _____

_____, a Florida corporation, whose principal business
address is _____

_____, as Principal, and
_____, a _____ corporation, whose principal
business address is _____

_____, as Surety, are bound to the CITY OF
PALMETTO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida,
whose principal business address is 516 8th AVENUE WEST, PALMETTO, FL 34221, herein called Owner, in the
sum of \$ _____, for payment of which we bind ourselves, our heirs, personal
representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal
and Owner for construction of the Ward 1 Phase II Infrastructure Improvement of the CITY OF PALMETTO.
Project No. 05-436, the contract being made a part of this bond by reference, at the times and in the manner
prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes,
supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of
the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate
proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time
specified in the contract, then this bond is void; otherwise it remains in full force.

5. This bond is intended to, and does, constitute the following:

- (a) A Performance Bond in the amount of \$ _____ (representing 100%
of the contract price) to secure the Principal's performance of the contract as herein
stated; and, in addition,
- (b) A Payment Bond in the amount of \$ _____ (representing 100%
of the contract price) to secure the Principal's payments to all claimants as herein stated.

6. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

7. The herein named Surety hereby represents and warrants to the Owner that said Surety is authorized to do business in the State of Florida as a Surety.

8. This bond is executed pursuant to the provisions of Section 255.05, Florida Statutes, and specific reference is hereby made to the notice and time limitation provisions of said Section.

DATED ON _____, 20____.

Witnessed by:

Witnessed by:

_____,
a Florida corporation, as Principal

By: _____
(Title)

ATTESTED BY:

(Title)

(CORPORATE SEAL)

_____,
a _____ corporation,
as Surety

By: _____
(Type Name)

ATTESTED BY:

(Title)

(CORPORATE SEAL)

COUNTERSIGNATURE:

By: _____
Florida Resident Agent

**WARD 1 PHASE II
NEIGHBORHOOD REVITALIZATION & INFRASTRUCTURE IMPROVEMENTS
COP PROJECT #05-436**

SECTION 00700

GENERAL CONDITIONS

The provisions of these bid documents and technical specifications shall be binding upon the bidder selected by the City to perform the work described herein.

1. CONTRACTOR'S ABILITY

It is the intent of the City to award the Contract for this work to a Contractor whose experience, skill, and financial resources enable it to perform the work in a rapid and satisfactory manner, and successfully complete the work within the time limit set. Upon request by the City, any bidder may be required to submit an attested statement of their ability, financial status, and history.

2. BID GUARANTEE

Decision on the acceptance or rejection of the various bids will be made as soon as practicable after bids are received, but the right is reserved by the City to defer action on awarding a contract for twenty one (21) calendar days.

3. PROHIBITED INTERESTS

(a) No city officer, employee, or agent shall participate, directly or indirectly, in the selection of a contractor, or in the award or administration of a contract if such officer, employee, or agent, or a spouse, child, parent, brother or sister of such officer, employee or agent, or a person that employs any of the above has an interest, financial, or otherwise, in a person or entity submitting a bid or proposal, except where such interest is not substantial and such interest is disclosed to and approved by the city council prior to such participation.

(b) No city officer, employee, or agent shall solicit or accept a gratuity, favor or anything of monetary value from contractors, bidders, offerors or any person with an interest in a contract except where such is unsolicited, of a nominal value and disclose to the city council and the city council approves acceptance thereof.

(c) No city officer, employee or agent that participates, directly or indirectly, in the procurement process shall be employed by any person bidding for or contracting with the city for contracts hereunder.

4. CONTRACTOR'S OBLIGATION OF EXAMINATION

The City has endeavored to provide a description of all of the conditions which may affect the performance of the work in these bid documents. By submitting a bid, contractors acknowledge that they have examined all of the bid documents, technical specifications, the project site, and any other relevant information that may be on file in the offices of the City. No plea of ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this contract, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the bid, or will be accepted as a basis for any claims whatsoever for extra compensation.

5. BASIS UPON WHICH BIDS ARE SOLICITED AND AWARDED

Bids are solicited on the basis of the criteria set forth in these bid documents. The City shall not be liable for any services, sales tax, or any other charge whatsoever that may be levied by the Federal Government, the State Government, or any other private, public, or political agency against the bidder. Award of the contract will be to the Contractor who has submitted the lowest, most responsive and responsible bid as determined by the City Commission. The City's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with the qualified bidder.

6. LAWS TO BE OBSERVED

The act of submitting a response to this bid shall constitute an agreement by the Contractor that they have made themselves familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations. No plea of misunderstanding will be considered on account of ignorance thereto. The Contractor shall indemnify and hold harmless the City and all of their officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by themselves, their employees, subcontractors, or agents.

7. SAFETY AND PROTECTION

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all persons on the work site or who may be affected by the work, all the work and materials and equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of the construction.

8. TIME OF COMPLETION

After approval by City Commission, a Purchase Order and/or Agreement for Contractor Services will be executed between the City and Contractor and work shall continue in effect until final completion. The City will expect the Contractor to take the lead and adhere to the time schedule in accomplishing this project.

9. ASSIGNMENT OF CONTRACT

The winning bidder shall not be permitted to assign the contract without the written consent of the City.

10. CHANGE ORDERS

The cost of performing any work not covered by the unit price bid shall be negotiated by the City and the Contractor and shall not be effective unless a written change order is executed by the parties. Such change orders shall specifically provide for any changes to the purchase order price or time of completion that are necessitated by the changes. Additional work performed by the Contractor without authorization of a Change Order will not entitle the Contractor to an increase in the Purchase Order price or an extension of the completion date.

11. PREPARATION OF BIDS

The Contractor's bid shall be submitted as required by the bid documents (one (1) original and (2) two copies) in accordance with these instructions. The bids must be complete in every detail. All costs must be stated in figures, the location sums stated in figures, and the grand total for all items proposed computed and stated in figures if required by the Response Format.

The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract.

An authorized representative of the company shall complete and sign the Bid Form in its entirety.

A Partnership Contractor must give the names and addresses of all partners and the Bid Form must be signed by at least one person who shall designate themselves as a partner. When a contractor submits a response, any officer having binding authority to do so may sign the bid and describe themselves as doing business under a contractor name and style.

A Corporation must name the state in which its articles are held. The Bid Form must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation and their address must be given. Such officer or agent must present legal evidence that they have lawful authority to sign said bid and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is the successful bidder, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of Florida.

12. REJECTION OF BIDS

The City reserves the right to reject any bid containing any omission, addition, extension, erasure, alteration, or irregularity of any kind.

The judgment of the City shall be final in determining the capability, experience, and ability of the Contractor to successfully and properly execute the proposed work to completion within the proposed time.

The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of the City.

13. INQUIRIES AND ADDENDA

If determined that a Pre-Bid Meeting is necessary, this meeting would be scheduled for Wednesday, 10:00 am on June 30, 2010 in City Hall located at 516 8th Avenue West. Official notification of this meeting will be sent in advance to all Contractors that received the Bid package.

Each Contractor shall examine the entire bid document. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this bid shall be made in writing via mail, email or by fax through the City of Palmetto's Purchasing Agent:

Nixa Haisley
Purchasing Agent
P.O. Box 1209
Palmetto, FL 34220

Fax: 941-723-4576
Email: nhaisley@palmettofl.org

The deadline for all questions is Wednesday, July 7, 2010. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. The City shall not be responsible for oral interpretations given by any City employee, representative or others. If any addenda are issued to this bid, the City will attempt to notify all prospective Contractors who have requested a copy of the bid of such addenda and post a notice on the City web site. However, it shall be the responsibility of each Contractor, prior to submitting a response, to contact the City of Palmetto's purchasing office (941-723-4570) to determine if addenda were issued and to make such addenda a part of the response.

14. INSURANCE REQUIREMENTS

A. General:

Before beginning and until acceptance of final completion by the City, the Contractor shall procure and maintain insurance of the types and the limits specified below.

B. Coverage and Limits:

The Contractor shall provide the following described insurance, except for coverage specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums. Except for workers' compensation, the Contractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

Except for workers' compensation, the Contractor waives their right of recovery against the City, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

In addition to the required Certificate(s) of Insurance, the City requires an endorsement of the Contractors General Liability and Automobile Liability policy.

Requirements

A. Workers' Compensation / Employer's Liability

1. Worker's Compensation: meets statutory limits in compliance with the workers' compensation laws of the State of Florida.

2. Employer's Liability: \$1,000,000 each accident, \$1,000,000 each employee (disease), \$1,000,000 disease (policy limit).

B. Commercial General Liability Includes Bodily Injury Liability, Property Damage Liability, Personal Injury Liability and Advertising Injury Liability

Coverage Includes: Premises/Operations, Products/Completed Operations, Contractual Liability, Independent Contractors

Limit of Liability: \$3,000,000 each occurrence combined single limit or \$3,000,000 each occurrence / \$3,000,000 general aggregate.

C. Business Auto Liability

Coverage Includes: Owned Autos, Leased Autos, Hired Autos, Non-owned Autos

Limit of Liability: \$3,000,000 each occurrence, combined single limit or \$3,000,000 each occurrence /\$3,000,000 general aggregate

Special Requirements:

Prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1.) The City of Palmetto will be named as an "Additional Insured" on both the General Liability and Auto Liability policies.

2.) The City of Palmetto will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notice will be in writing by certified mail, return receipt requested and addressed to the Risk Manager.

(b)-An-appropriate "indemnification"-clause-shall-be made-a provision-of the contract.

(c) It is the responsibility of the contractor to insure that all subcontractors comply with all the City's stipulated insurance requirements.

(d) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

D. Professional Liability:

Contractor shall maintain a good and sufficient professional liability insurance policy of not less than Five Hundred Thousand Dollars (\$5000, 000) protecting the Contractor against claims of the City for negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished.

CONTRACTOR SHALL NAME CITY OF PALMETTO AS ADDITIONAL INSURED IN EACH OF THE APPLICABLE POLICIES.

E. Hold Harmless:

The Contractor shall hold the City harmless against all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use resulting there from, arising out of performance of the contract unless such claims are a result of the City's own negligence.

The Contractor agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

F. Insurance of the Contractor Primary

Insurance required of the Contractor shall be considered primary. Insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of this agreement or contract.

15. DISPUTE AND COMPLAINT

All complaints or grievances should be first submitted in writing to the Purchasing Agent who will take prompt remedial action. The Purchasing Agent, along with the City Clerk, shall investigate the validity of the complaint and present the findings in writing to the Contractor. If the Contractor is dissatisfied with the remedies, they may then make a written appeal to the City Commission, in accordance with Section 2-63 of the City Code. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

16. INSPECTION/EXAMINATION OF SUBMITTED BIDS

Bids will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within ten (10) days of the opening date, whichever is earlier (reference Florida Statutes, Section 119.071(1)(b)1.a.)

17. EQUAL EMPLOYMENT

Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap.

18. DISCRIMINATORY CONTRACTOR

Any entity, as defined in Florida Statutes, §287.134, who has been placed on the discriminatory contractor list may not submit a bid, bid, or reply on a contract with the CITY and may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with the CITY for a period of not less than thirty-six (36) months following the date of being placed on the discriminatory contractor list.

19. PUBLIC ENTITY CRIME

As required by Florida Statutes Section 287.133a person or affiliate who has been placed on the convicted contractor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted contractor list. Any person must notify the City within 30 days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

20. CONTENTS OF BID RESPONSE

In accordance with the instructions set forth in this ITB document, the Contractor's bid shall be submitted (one original and two copies) including all of the items listed below. The bids must be complete in every detail. All costs must be stated in figures, the location sums stated in figures, and the grand total for all items proposed computed and stated in figures if required by the Response Format.

Responses are due no later than 2:00 pm on July 14, 2010 at 516 8th Avenue West, Palmetto, Florida 34221. Sealed envelopes should be clearly labeled **“Ward 1 Phase II Infrastructure Project”**. Timely delivery is solely and strictly the responsibility of the individual or firm. Proposals received after 2:00 pm on July 14, 2010 will not be considered and will be returned to the proposer unopened.

The Bidder shall include in its response, at a minimum, the following information presented in a clear and concise format, in order to demonstrate the Contractor's competence and professional qualifications for the satisfactory performance of the services outlined in the Bid Documents and Technical Specifications of this Invitation to Bid:

1. Completed and Signed Bid Form included in this bid package (6 Pages)
2. Contractor's Questionnaire included in this bid package
3. Bidder's Certification Form included in this bid package.
4. No Lobbying Affidavit Form included in this bid package.
5. Public Entity Crimes Form included in this bid package.
6. Drug Free Work Place Certification Form included in this bid package.
7. Bid Bond.
8. If applicable, a list of sub-contractors which the Bidder anticipates assigning to this project and the general nature of each of their responsibilities. This list shall include a copy of necessary licenses. The City will retain under its agreement with the successful Bidder the right of approval of all persons performing under the agreement.
9. Optional: Project references, with names, addresses and telephone numbers of contact persons. This list should be of the most recent projects for which the Bidder has performed similar services of like size, scope, and complexity.
10. Evidence of compliance or ability to comply with insurance requirements as outlined in this bid package

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SUPPLEMENTAL CONDITIONS, SPECIFICATIONS PACKAGE OR CONTRUCTION PLANS WHICH VARY FROM THE GENERAL CONDITIONS, SHALL HAVE PRECEDENCE.

END OF SECTION

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**WARD 1 PHASE II
NEIGHBORHOOD REVITALIZATION & INFRASTRUCTURE IMPROVEMENTS
COP PROJECT #05-436**

SECTION 00800

SPECIAL PROVISIONS

1. **Scope of Contract:** The work consists of furnishing all labor, materials, equipment and incidentals and performing all work necessary for the construction of "Ward 1 Phase II, Neighborhood Revitalization & Infrastructure Improvements, COP PROJECT #05-436", for the City of Palmetto, Florida. The work complete and ready for use shall include, but is not limited to, the following:

The project work includes complete reconstruction for urban renewal of streets, sidewalks, drainage, potable water, reuse water and sanitary sewer within the project limits.

Specific improvements are indicated for existing conditions on the individual streets.

The project area is located in Ward 1 of the City of Palmetto and is bounded by 10th Street (U.S. 301) to the South, 8th Avenue (U.S. 41) to the West, 12th Street Drive to the North and the Tampa Southern Railroad property & 5th Avenue to the East. The project will be bid in two (2) phases and will be awarded to one (1) contractor

This project is the second phase of Ward 1 reconstruction efforts.

2. **Intent of Documents:** The Contract Documents shall have the following order of authoritative precedence:

- (a) Agreement and Bond.
- (b) General Conditions.
- (c) Special Provisions.
- (d) Invitation to Bid and Instructions to Bidders.
- (e) Technical Specifications.
- (f) Full size and large scale drawings.
- (g) Figured dimensions (drawings shall not be scaled).
- (h) General drawings.

3. **Insurance and Bonds:** Insurance and bonds as specified in the bid document shall conform to and shall be issued by companies meeting the following requirements:

- (a) The company must be registered and permitted to do business in the State of Florida. It shall have been in business and have a record of successful continuous operation for at least five years.

(b) The company shall have at least the following minimum ratings:

<u>Contract Amount</u>	<u>Best's Rating</u>	<u>Best's Financial Rating *</u>
0 to 500,000	B+	Class VI
500,000 to 750,000	A	Class VII
750,000 to 1,000,000	A	Class VIII
1,000,000 to 2,000,000	A	Class IX
2,000,000 to 3,000,000	A	Class X
3,000,000 to 5,000,000	A	Class XI
5,000,000 or more	A+	Class XII

* Best's Policyholder's Rating of "A" shall include "A" and "A-" (which signify Excellent), "A+" (which signifies Superior), and "B+" (which signifies Very Good), based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment, or an equivalent rating from the Insurance Commission if not rated by Best's.

(c) Insurance and bonds shall be secured through an agent licensed to do business in the State of Florida.

4. Tests: All tests and analyses of materials and finished articles as required by these specifications shall be made and paid for as specified in the division entitled "General Conditions", except those specified under the Technical Specifications to be paid for otherwise and as indicated in the "Measurement and Payment" section of these specifications.

5. Water: Water for testing, sterilization and other purposes connected with the work shall be made available by the City at no cost to the Contractor. Contractor shall, however, be responsible for all material and labor required to supply water to the site from the nearest adequate City water source.

6. Electricity: Electricity, as may be required for construction and other purposes connected with this project, shall be secured and purchased by the Contractor.

7. Building Permits and Licenses: As required by the City of Palmetto, Manatee County, Florida; and the State of Florida, shall be secured and, if required, purchased by the Contractor. Contractor shall be required to be registered to do business in the State of Florida. It will be the Contractor's responsibility to obtain these permits and licenses. The Owner will obtain the Florida Department of Environmental Protection Construction Permit for this project and will furnish a copy to the Contractor. The Contractor is responsible for reading, understanding and complying with the conditions of these permits as applicable to performing this work.

8. Lines and Grades: The Contractor shall furnish and set all necessary stakes to establish the line and grade as shown on the drawings, and lay out each portion of the work of his contract. The Contractor shall be responsible for the layout of all such lines and grades, which will be checked and verified by the Owner. The Owner will provide bench mark elevations and reference points for control of the work.

9. Salvage: All material salvaged from connections or cut-ins to existing systems, removal of existing facilities, etc., shall remain the property of the Contractor. The Contractor shall remove all salvaged materials, other than materials to be reused on this project, from the construction site as work progresses. Bricks removed from the roadways are to be salvaged, free of debris and dirt, and delivered to a designated site within the City.

10. Materials: Materials shall be new and in acceptable condition. Under no circumstances are salvaged materials to be reused in this project unless indicated on the drawings and/or specified herein or directed by the Engineer.

11. Disruption of Utilities: The Contractor is hereby notified that his work shall be so scheduled and performed as to provide a minimum of interference with any and all utility services. If, because of construction operations, it is necessary to interrupt such utility services, a designated representative of the owner of the utility involved shall be advised, in writing, not less than 48 hours in advance of such interruption. Work requiring disruption shall be approved by the Owner prior to beginning work and scheduled to be performed during periods of minimum demand on the utility involved and within the time limit established by the owner's representative. Periods of shutdown longer than those established as the maximum by the owner of the utility involved will not be permitted. If such shutdowns occur, the Contractor will be considered liable for damages resulting from this cause.

12. Driveway and/or Access to Property: The Contractor shall maintain or provide access to property normally entered via the job site during progress of the work. Bridges or other suitable crossings over ditches or open excavation shall be provided as required for entrance or egress and subject to approval of the Engineer.

13. Clean-up: The Contractor shall be responsible for a general clean-up of the site of all construction operations. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing before the start of construction. This operation must begin immediately after backfilling of trenches and must be completed within a reasonable period of time. Failure to comply fully with this requirement will result in withholding approval by the Engineer of periodic estimates for partial payment.

14. Restore Disturbed Areas: The Contractor shall restore disturbed areas to existing condition prior to construction or better condition than prior to beginning the project

15. Photographs:

15.1 Each photograph shall be labeled on the reverse side to indicate the location being photographed, the subject being photographed, the direction in which the picture is taken, the project number and the date. The photographs shall be in color and may be taken with any type camera, provided the finished photograph is clear and all features are readily apparent. The picture area of the finished print shall be 8 inches by 10 inches in size. The Contractor shall submit two (2) prints of each photograph to the Engineer.

15.2 Preconstruction Photographs shall be taken of each excavation site and along the entire project route, showing existing conditions prior to any construction.

15.3 Progress Photographs shall be taken at periodic intervals, not to exceed 7 days, showing the extent and progress of the work performed as of that date. Photographs shall be taken at each location of work on the day ending period for which partial payment is requested during the development of stages and condition of work and as directed by the Owner or his representative. Typical work shall be photographed at different stages of construction at the direction of the Owner or his representative. Progress photographs shall accompany each partial payment request.

15.4 Final Photographs shall be taken in the same manner and location as specified in Paragraph 15.1. Submittal of final photographs shall accompany the final payment request.

16. Manufacturer's Certificate of Compliance: Certain items to be furnished under this contract are specified in the Technical Specifications to require conformance to a standard specification. Use of these items requires submission to the Engineer of the manufacturer's certificate verifying compliance with the indicated specification. This shall be submitted in addition to the required shop drawings as specified in the division entitled "General Conditions".

17. Shop Drawings: It shall be the Contractor's responsibility to submit shop drawings to the Engineer for approval as set forth in the provisions of Paragraph 28, Division "0", Section 00700 "General Conditions", and/or as required by the Technical Specifications. Submittals by facsimile will not be acceptable. Submittal of brochures, catalog pages or other material listing more than one size, color, model, capacity, etc., shall be marked to indicate the exact item offered for review. The Contractor shall submit six (6) copies of all shop drawings to the Engineer for review, plus the number of copies the Contractor wants returned for his, and his supplier's, use.

17.1 The Contractor will be supplied with an instruction sheet entitled "Shop Drawings" and a small supply of shop drawing submittal letters which shall be used for the submission of all shop drawings. Before the supply of these forms is exhausted, the Contractor shall be responsible for reproducing the submittal letter in adequate quantities for his use.

17.2 The following shop drawings shall be submitted for this project:

- a. Construction schedule.
- b. The Contractor shall submit shop drawings for, but not limited to, the following:

<u>Item</u>	<u>Specification Section</u>
Detailed Schedule of Work	Section 00800, Paragraph 20
Dewatering Plan	Section 02140
Paving	Section 02510
Pipework, Storm Sewer	Section 02710
Filter Fabric For Storm Pipe Joints	Section 02710
Pipework, Gravity Sewer	Section 02730
Pipework, Water/Reuse Distribution	Section 02760
Seeding and Sodding	Section 02900
Concrete Construction	Section 03300
Precast Concrete Structures and Construction	Section 03400
Signs, Pavement Markings	Section 02510

18. Contractor Services: The Contractor shall provide qualified personnel to assist the Owner in making field checks, measurements, as-built checks, observations of systems, test runs and the necessary quality check work related to the project work.

19. Contractor's Responsibility for Work: The Contractor is responsible and in charge of maintaining, protecting and caring for all existing facilities and new facilities constructed against injury or damage to the work by action of the elements and/or other contractors, until acceptance by the Owner. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

20. Procedure for Performing Work: The work must be coordinated to facilitate construction of the new work with minimum interruption to normal operating conditions of the existing facilities. The Contractor shall obtain the approval of the Director of Public Works prior to taking any facility out of service or making any changes which may in any way require its shutdown. The Contractor shall request approval in writing four days in advance.

20.1 The Contractor shall discuss his intended procedure for the entire project with the Engineer and designated representative of the Owner to become thoroughly acquainted with operating practices, peak demands, available facilities and work schedule required before beginning work.

20.2 After the above discussion, the Contractor shall prepare a detailed schedule of procedure for the entire project and submit it to the Engineer in the form of a shop drawing for approval. Any deviation from this approved schedule shall require the Engineer's approval upon resubmittal.

20.3 Provisions for temporary pumping and/or piping necessary to maintain facility operation during the construction period shall be approved by the Owner and be provided at the Contractor's expense.

21. Final Startup Testing: Before accepting work, all component units, equipment and facilities in the project shall be tested by the Contractor at his expense, in accordance with the requirements of the drawings and technical specifications.

22. As-Built Drawings: A complete set of as-built records shall be maintained by the Contractor. These records shall show all items of construction and equipment which differ in size, shape or location from those shown on the contract drawings as well as any additional work, existing features or utilities revealed by construction work which are not shown on the contract drawings. These records shall be kept up to date daily. They may be kept on a marked set of contract drawings, or any other suitable form which is approved prior to the beginning of the work. The marked set shall be available at all times during construction for reference by the Engineer and Owner, and shall be delivered to the Engineer along with electronic CAD drawings upon completion of the work.

22.1 CAD Requirements for As-Built Drawings: The Contractor shall provide the Engineer a complete set of As-Built drawings in AutoCAD format upon completion of the work. No additional compensation will be allowed for the Contractor to provide the As-Built drawings. The Contractor shall utilize the AutoCAD drawings furnished by the Engineer for this purpose. As-Built drawings must be submitted in the AutoCAD format of the contract drawings. No other CAD software or format will be accepted. It is the Contractor's sole responsibility to ensure the As-Built drawings conform to the following CAD requirements:

22.1.1 Drawings shall be submitted to the Engineer on a CD-ROM. Each CD shall be clearly labeled with the appropriate project number, client name, date, and file names included on each CD. If files are compressed, a description of the compression software must be included along with a copy of the appropriate uncompression software.

22.1.2 All changes to drawings must be done in accordance with the appropriate scale of the drawing revised and shall be delineated by placing a "cloud" around the areas revised and adding a revision triangle indicating the appropriate revision number.

22.1.3 Each drawing must have the revision block completed to indicate the revision number, date, and initials of the person revising the drawing. The description of the revision must say "Record

Drawing.” This procedure must be followed for every drawing even when no changes are made to the drawing.

22.1.4 All revisions to drawings must be put on separate layers with the layer names prefixed “As-Built” followed by the appropriate existing layer name. The colors and line types of the appropriate existing layers shall be strictly adhered to when creating new layers. For example: if an existing layer to be modified with as-built revisions is called PROPWATER then the new layer containing only the revisions will be called ASBUILT-PROPWATER.

23. Builder's Risk Insurance (Fire and Extended Coverage; and Installation Floaters Coverage): Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor and Subcontractors, as their interests may appear. The Contractor may include costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and his surety shall be obligated to full performance of the Contractor's undertaking.

24. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: “The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days’ written notice has been received by the Owner.”

25. Insurance and Bond Schedule: The following tabulation showing the requirements for insurance and bonds is included for the benefit of the Contractor.

Workers' Compensation Insurance - State Statute
Public Liability Insurance - \$250,000 and \$1,000,000
Property Damage Insurance - \$500,000
Builders Risk - 100% of Insurable Portion
Bid Bond - 5% of Bid
Combined Performance and Payment - 100% each of contract amount

26. Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance:

26.1 As required under Paragraph 6 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$250,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in the amount not less than \$1,000,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$500,000.00. These amounts are minimum and the Contractor shall save harmless the Owner from all costs as hereinafter specified.

26.2 The Contractor shall indemnify and save harmless the Owner, and all of its officers, agents and employees, for all suits, actions or claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person, persons or property by or from the said Contractor, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvements, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by, or on account of, any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the "Workmen's Compensation Law" or any other laws, by-laws, ordinances, order or decree and so much of the money due the said Contractor under and by virtue of his Contract, as shall be considered necessary may be retained for the use of the Owner, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Engineer.

26.3 The Contractor shall either (1) require each of his subcontractors to procure and to maintain, during the life of this subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractor's in his own policy.

27. Siltation and Erosion: The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project. Requirements of the Southwest Florida Water Management District and Florida Department of Environmental Protection will be strictly adhered to. The Contractor shall take every precaution to prevent debris from entering area surface waters. Any and all debris, floating or otherwise, shall be immediately removed from the area surface water and not permitted to escape from the area.

28. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residue shall be in strict conformance with instructions. MSDS sheets for any chemical used shall be forwarded to the Department of Public Works prior to its use

29. Proof of Payment for Materials Stored: With each Partial Payment Estimate submitted as required under Paragraph 19, "General Conditions", of these specifications, the Contractor shall provide proof of payment for which the Contractor has been paid in the previous month's estimate. Proof of payment will be acceptable in the form of receipted invoices, cancelled checks or signed statements from the suppliers. Signed affidavits by the Contractor will not be acceptable as proof of payment. Failure on the part of the Contractor to provide acceptable evidence of proof of payment will be cause for withholding further payment for materials stored.

30. Operation and Maintenance Manual: The Contractor will be required to furnish six complete, bound copies of an operation and maintenance manual covering each piece of equipment Contractor will provide under this contract. This manual shall include, but shall not necessarily be limited to, the following: Parts list, schedule, numbers, diagrams of parts or components, complete maintenance and lubrication schedule, name, address and telephone number of parts and pertinent service representatives in the State of Florida, complete table of contents; each manual shall be bound in a hardback cover with the title of the subject project printed on the cover and the first sheet inside the manual. The system operation and maintenance manual shall be submitted to the Engineer, in the form of a shop drawing, for review prior to the final pay estimate. The reviewed manuals shall be forwarded to the Owner for his files at the completion of the project.

31. Coordination of Various Manufacturers, Suppliers and Construction Trades: It shall be the responsibility of the Contractor to insure that there exists coordination between the various equipment and fabrication manufacturers, subcontractors and all trades in all areas of this project, whether being specified or not. Through this coordination effort, proper design, fit and construction of the various pieces of equipment, as well as proper shop drawing submittal, shall be achieved.

32. Warranties: The Contractor shall provide a one-year warranty on all equipment, installation and construction performed or as specified. This warranty shall cover against defective workmanship, design and materials, improper assembly, installation or construction. The warranty period shall commence once the entire project is finally accepted by the City. The warranty requirement applies to all work and equipment being furnished and installed whether or not specified in the technical specifications.

33. Subletting or Assigning Contracts: The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, of his right, title or interest therein, without written consent of the Owner. With the Engineer's written consent, the Contractor will be permitted to sublet a portion of the work but shall perform with his own organization work amounting to not less than 60 percent of the total contract amount less the total amount for those contract items designated as "Specialty Work". The total contract amount shall include the cost of materials, manufactured component products and their transportation to the project site. Off-site commercial production of materials and manufactured component products purchased by the Contractor and their transportation to the project shall not be considered subcontracted work. If a part of a contract item is sublet, only its proportional cost shall be used in determining the percentage of subcontracted normal work.

34. Specialty Work: For normal contracts, Specialty Work is defined as work of a type not normally performed by general contractors within their own organizations. The following work is specially designated as Specialty Work for normal construction:

NOT APPLICABLE

35. Construction Schedules: Prepare schedules, in the form of a horizontal bar chart (CPM may be allowed upon request). Provide separate horizontal bar column for each trade or operation in chronological order of beginning of each item of work. Identify each column by major specification section number and distinct graphic delineation. The horizontal time scale shall identify the first work day of each week. Allow space for updating. Minimum sheet size shall be 8-1/2-inch by 14-inch.

35.1 Content of Schedules: Provide complete sequence of construction by activity, including shop drawings, product data and samples. Show submittal dates. Show product procurement and delivery dates, dates for beginning and completion of each element of construction and process unit. Identify work of separate phases or other logically grouped activities. Show projected percentage of completion for each item of work as of first day of each month. Provide separate subschedule, showing submittals, review times, procurement schedules and delivery dates. Provide subschedules to define critical portions of entire schedule.

35.2 Updating: Show all changes occurring since previous submission on an updated schedule. Indicate progress of each activity. Completion dates, major changes in scope, activities modified since previous updating, revised projections due to changes and other identifiable changes shall be shown.

35.3 Submittals: Submit schedules on a monthly basis with pay estimate request. The Engineer will review schedules and return review copy within 10 days after receipt. If required, resubmit within 7 days after return of review copy.

36. Litigation Jurisdiction: The parties covenant and agree that in the event any litigation shall arise out of the terms and conditions of the agreement or performance thereunder; such litigation shall be filed in the Circuit Court of the Judicial Circuit having jurisdiction in and for Manatee County, Florida, and the Contract shall be governed by the laws of the State of Florida.

37. Claims for Extra Cost: Modify Paragraph 32 of the General Conditions, Section 00700, to indicate the Contractor shall notify the Engineer, first by notifying the Resident Observer, then in writing to the Project Engineer, for any claims for extra cost. The Engineer shall then notify the Owner of any recommendation.

END OF SECTION