

TAB 9



City of Palmetto Agenda Item

Meeting Date

6/20/11

Presenter: Allen R. Tusing, Director

Department: Public Works

Title:

Contract Award:
 Roundabout: Haben Boulevard at 12th Avenue East
 Financial Project ID: 420875- 1- 58- 01 COP Job # 03- 376

Background:

The Public Works Department held a bid opening for the Haben Boulevard Roundabout Project and recommendd the bid be awarded to the low bidder, Gator Grading & Paving, LLC. On April 18, 2011 Commission awarded the bid to the company in an amount not to exceed \$381,409.30

FDOT has reviewed the bid summary and has approved the recommendation to award to Gator Grading & Paving, LLC.

In 2004, the City applied for MPO funding to construct a Roundabout at the 90 curve on Haben Boulevard, theCity was awarded \$367,000 to construct a single lane roundabout with eastbound and southbound approaches.

Budgeted Amount: \$381,409.30 **Budget Page No(s):** **Available Amount:** \$0.00 **Expenditure Amount:** \$0.00

Additional Budgetary Information: FDOT has agreed to fund the projects via execution of a LAP Agreement.

Funding Source(s): **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: Authorize the Mayor to execute the contract in accordance with the terms and conditions of the contract package to Gator Grading & Paving, LLC in the amount not to exceed \$381,409.30.

Staff Contact: Allen R. Tusing, Director

Attachments: Roundabout: Haben Boulevard at 12th Avenue East Contract Documents.



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

April 25, 2011

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

Subject: Intersection Improvements: Haben Blvd at 12th Avenue East
FM Number: 420875- 1- 58- 01
COP Job # 03- 376

Dear Mr. Hicks:

This letter serves as formal notification that the City Commission of the City Palmetto, at its regularly scheduled meeting on April 18, 2011 approved to award the contract for the above referenced project to Gator Grading & Paving, Inc.

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

If you require any additional information or have any questions, please feel free to contact me at (941) 723- 4580.

Sincerely,

A handwritten signature in cursive script that reads "Allen R. Tusing".

Allen R. Tusing, Director
Public Works Department

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

**INTERSECTION IMPROVEMENTS: HABEN BLVD AT 12TH AVENUE EAST
FINANCIAL PROJECT ID: 420875-1-58-01
COP PROJECT #03- 376**

SECTION 00500

CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into on the _____ day of _____, 20____, by and between _____ herein after called First Party, and the City of Palmetto, herein called Second Party.

WITNESSETH:

That the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party 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 ZNS Engineering, 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 Second Party 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 First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall fully complete all work hereunder within 180 consecutive calendar days from and after said date.

3. The Second Party hereby agrees to pay to the First Party 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 Second Party shall make partial payments to the First Party on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, 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 Second Party until the work has been performed strictly in accordance with this Agreement and until such work has been accepted by the Second Party.

4. Upon submission by the First Party of evidence satisfactory to the Second Party 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 First Party of all work covered by this Agreement and the acceptance of such work by the Second Party.

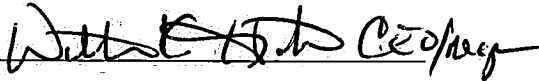
5. It is further agreed that if, at any time after the execution of this Agreement and the execution of the performance and payment bond(s) hereto attached, the Second Party shall deem the bond(s) or the surety or sureties thereon to be unsatisfactory, or the coverage of the bonds(s) to be inadequate, the First Party shall at its expense, within (5) days after the receipt of notice from the Second Party 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 Second Party. In such event no further payment to the First Party 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 Second Party.

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.

(WITNESS:) 

(SEAL) _____

CATON GRADING & PAVING, LLC (First Party)

(BY:) 

W. KEVIN HICKS CEO/MANAGER
(First Party)

CITY OF PALMETTO, a Florida Municipal Corporation (Second Party)

(ATTEST:)

BY: _____
Shirley Groover Bryant, Mayor

James R. Freeman, City Clerk

**CITY OF PALMETTO
HABEN BOULEVARD GATEWAY (ROUNDAABOUT)
FINANACIAL PROJECT ID 420875-1-58-01
COP PROJECT #03-376**

	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
101-XX	PROJECT SIGNS	LS	1	1,290.00	\$ 1,290.00
101-1-A	MOBILIZATION / DEMOBILIZATION	LS	1	6,010.00	\$ 6,010.00
101-1-B	CONSTRUCTION SURVEYING / AS-BUILTS/TESTING	LS	1	16,840.00	\$ 16,840.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	17,410.00	\$ 17,410.00
SUBTOTAL					\$ 43,550.00
ROADWAY					
104-10-3	STAKED SILT FENCE (INCLUDES MAINTENANCE)	LF	1,770	1.15	\$ 2,035.50
104-11-A	FLOATING TURBIDITY BARRIER (INCL MAINTENANCE)	LF	44	11.00	\$ 484.00
104-18	INLET PROTECTION (INCL MAINTENANCE)	EA	3	56.00	\$ 168.00
110-4	DEMOLITION OF EXISTING ASPHALT, STRUCTURES AND APPURTENANCES, INCLUSIVE	LS	1	24,400.00	\$ 24,400.00
180-4	STABILIZED SUBGRADE (12") (TYPE B)	SY	3,150	2.00	\$ 6,300.00
285-709	8" Optional Base Group 9, Type B-12.5	SY	2,910	27.00	\$ 78,775.50
334-1-13	1" SUPERPAVE ASPHALTIC CONCRETE 12.5 - Structural Course	SY	2,910	5.25	\$ 15,277.50
334-1-13	1" SUPERPAVE ASPHALTIC CONCRETE 12.5 - Frictional Course	SY	2,910	5.25	\$ 15,277.50
520-1-10	TYPE F GUTTER & CURB	LF	1,365	8.10	\$ 11,056.50
520-2-1	TYPE A MEDIAN CURB	LF	1,275	7.30	\$ 9,307.50
520-2-4	TYPE D CURB	LF	160	14.55	\$ 2,328.00
520-2-8	TYPE RA FDOT CURB	LF	235	9.60	\$ 2,256.00
522-1	CONCRETE SIDEWALK, 4" THICK	SY	190	21.80	\$ 4,142.00
522-1A	HANDICAP RAMPS	EA	4	440.00	\$ 1,760.00
526-1	BRICK PAVERS, ARCHITECTURAL, ROADWAY	SY	245	46.40	\$ 11,368.00
527-1	DETECTABLE WARNING SURFACE	EA	4	574.00	\$ 2,296.00
570-1-2	SOD (BAHIA) (WATERING INCIDENTAL)	SY	2,800	1.60	\$ 4,480.00
	HYDROSEEDING	SY	1,000	.40	\$ 400.00
	LANDSCAPING & RESTORATION (Riviera Dunes Landscape)	LS	1	19,150.00	\$ 19,150.00
700	SIGNS	EA	13	620.00	\$ 8,060.00
710-11170	THERMO ARROWS, ETC	EA	6	68.00	\$ 408.00
711-11111	SOLID TRAFFIC STRIPE (6") THERMOPLASTIC	LF	2,650	1.00	\$ 2,650.00
711-11-123	SOLID TRAFFIC STRIPE (12") THERMOPLASTIC	LF	60	1.70	\$ 102.00
711-11124	SOLID TRAFFIC STRIPE (18") THERMOPLASTIC	LF	135	3.15	\$ 425.25
711-11131	DASHED TRAFFIC STRIPE (6") THERMOPLASTIC	LF	100	1.20	\$ 120.00
ROADWAY SUBTOTAL					\$ 222,967.25

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

AKK... 4/1

**CITY OF PALMETTO
HABEN BOULEVARD GATEWAY (ROUNDAABOUT)
FINANACIAL PROJECT ID 420875-1-58-01
COP PROJECT #03- 376**

	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
DRAINAGE					
400-1-2	HEADWALL/MES W/GRATES	EA	1	2,195.00	\$ 2,195.00
425-1351	CURB INLETS/ COLLECTOR STRUCTURE	EA	7	3,465.00	\$ 24,255.00
425-3-41	JUNCTION BOX/CONTROL STRUCTURE	EA	3	1,235.00	\$ 3,705.00
430174102	36" Pipe Culvert, Optional Material, Round	LF	56	79.80	\$ 4,468.80
430174201	24" Pipe Culvert, Optional Material, Round	LF	271	53.80	\$ 14,579.80
430174202	29" X 45" Pipe Culvert, Optional Material, Other	LF	132	100.00	\$ 13,200.00
440-1-30	6" UNDERDRAIN TYPE III INCLUDING CLEANOUT	LF	1,197	26.50	\$ 31,720.50
440-1-30	18" UNDERDRAIN TYPE III INCLUDING CLEANOUT	LF	1,197	17.35	\$ 20,767.95
DRAINAGE SUBTOTAL					\$ 114,892.05
TOTAL					\$ 381,409.30

Will C Hicks CEO

Contractor Signature

Date

9/1/2011

William Kevin Hicks CEO

Print or Type Name and Title

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

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
INTERSECTION IMPROVEMENTS: HABEN BLVD AT 12TH AVENUE EAST
FINANCIAL PROJECT ID: 420875-1-58-01
COP PROJECT #03- 376

Name Gator Grading & Paving, LLC Date 9/11/11
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 # CEC 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) Wm Kevin Hicks Title CEO/mgr
Signature [Handwritten Signature] Date 9/11/11

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

INTERSECTION IMPROVEMENTS: HABEN BLVD AT 12TH AVENUE EAST
FINANCIAL PROJECT ID: 420875-1-58-01
COP PROJECT #03- 376

SECTION 00320

BIDDERS CERTIFICATION

STATE OF Florida

COUNTY OF Manatee

1. Wm 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") Construction of Haben Blvd @ 12th Ave East
COP PROJECT #03-376

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.

W. Kevin Hicks
Print Name: Wm Kevin Hicks

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 9 day of March, 2011, by
W. Kevin Hicks as CEO/Mgr (title) of
Gator Grading & Paving, LLC (name of company).

- 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.

BARBARA STONEBRAKER
(Notary Seal) Comm# DD0808200
Expires 0/25/2012
Florida Notary Assoc., Inc.

Barbara Stonebraker
Signature
BARBARA STONEBRAKER

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

INTERSECTION IMPROVEMENTS: HABEN BLVD AT 12TH AVENUE EAST
FINANCIAL PROJECT ID: 420875-1-58-01
COP PROJECT #03-376

SECTION 00430

BID BOND

KNOW ALL MEN BY THESE PRESENT, that the undersigned, Gator Grading & Paving LLC as PRINCIPAL, AND ** See Below ** Surety are held and firmly bound unto the City of Palmetto hereinafter called the City, in the penal sum of (10% of the contract bid) Ten Percent of Amount Bid, (\$ 10% of 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. **** Travelers Casualty and Surety Company of America ****

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated March 9, 2011, for Intersection Improvements Haben Blvd @ 12th Ave. East (\$ _____) Financial Project ID # 420875-1-58-01

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.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 9 day of March, 2011, the name and corporate seal of each corporate party being hereto affixed and these present signed by its 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] (L.S.)

By: [Signature]

Title: [Signature]
(Seal)

Title: Catherine Thompson, Attorney-in-Fact
(Seal)

Countersigned By: N/A

- * Attorney-in-fact, State of North Carolina
- * Power-of-attorney for person signing for surety company must be attached to bond.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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. 217557

Certificate No. 003461680

KNOW ALL MEN BY THESE PRESENTS: 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

Matthew W. Varner, Jennifer B. Gullett, Vicki Rasmussen, Catherine Thompson, and Walter Caldwell

of the City of Charlotte, 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 herein affixed, this 10th day of August, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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: [Signature]
George W. Thompson, Senior Vice President

On this the 10th day of August, 2006, 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., 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.



[Signature]
Marie C. Tetreault, Notary Public

58440-4-09 Printed In U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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., 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 appointees 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

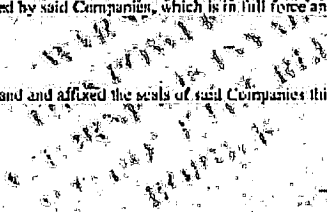
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 of 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 undertaking 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., 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 9 day of March, 20 11.



Kori M. Johanson
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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

INTERSECTION IMPROVEMENTS: HABEN BLVD AT 12TH AVENUE EAST
FINANCIAL PROJECT ID: 420875-1-58-01
COP PROJECT #03- 376

SECTION 00610

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

58664234

STATE OF FLORIDA
COUNTY OF Manatee

BOND NO. 016044580

BY THIS BOND, We, Gator Grading & Paving, LLC

a Florida corporation, whose principal business address is 2704 105th ST E, Palmetto, FL 34221

, as Principal, and
Western Surety Company and Liberty Mutual Insurance Company, a SD & MA corporation, whose principal
business address is

P.O. Box 5077, Sioux Falls, SD and 175 Berkeley Street, Boston, MA, 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

herein called Owner, in the sum of
\$ 381,409.30, 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 Intersection Improvements: Haben Boulevard at 12th Avenue East of the CITY of Palmetto, Project No. 03- 376, 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 \$ 381,409.30 (representing 100% of the contract price) to secure the Principal's performance of the contract as herein stated; and, in addition,

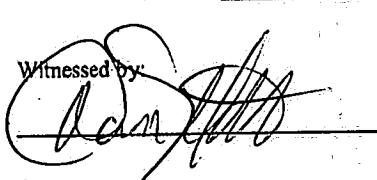
(b) A Payment Bond in the amount of \$ 381,409.30 (representing 100% of the contract price) to secure the Principal's payments to all claimants as herein stated.

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____.

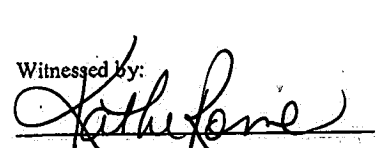
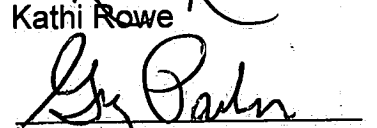
Witnessed by:


Gator Grading & Paving, LLC
a Florida corporation, as Principal
By: W. K. H. [Signature]
(Title)

ATTESTED BY:

(Title)

(CORPORATE SEAL)
Western Surety Company and Liberty Mutual Insurance Company

Witnessed by:

Kathi Rowe

Greg Parker

a SD and WA corporation,
as Surety
By: Renee Ellis
(Type Name)
Renee Ellis, Attorney in Fact

ATTESTED BY:
Billie Jo Sanders
(Title) Witness
(CORPORATE SEAL)

COUNTERSIGNATURE:
By: William F. Stoutamire
Florida Resident Agent
William F. Stoutamire

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 5th day of May, 2011.

WESTERN SURETY COMPANY



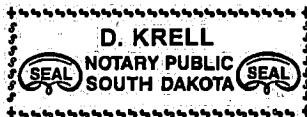
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of May, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **THOMAS J. GENTILE, PAUL B. SCOTT, JR., RENEE ELLIS, BILLIE JO SANDERS, DAVID J. DURDEN, ALL OF THE CITY OF MONTGOMERY, STATE OF ALABAMA**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED MILLION AND 00/100** DOLLARS (\$ **100,000,000**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5: Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII; Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 1st day of August 2006.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania; on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII; Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED: that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____



By David M. Carey
David M. Carey, Assistant Secretary

NOT valid for mortgage, note, loan, letter of credit, bank deposit, value guarantees, currency rate, interest rate or resir

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.