# TAB 8



### City of Palmetto Agenda Item

Meeting	<b>Date</b>
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3/19/12

Presenter:	Department:				
Title:	Building Contractor Ranking				
Sutton Park	building Contractor Ranking				
BACKGROUNI	o: CRA moves to redevelop Sutton Park and as part of the process has ranked bidding				
	FPs. Five contrators bid (for detailed information see Bid tabulation form).				
The ranking c	ommiittee held two meetings and two interviews (see minutes for detailed information).				
The ranking o	arried 4-0 with 1 tie (see rankings for detailed scoring).				
	, , , , , , , , , , , , , , , , , , ,				
Stellar Constr	uction was ranked as the top pick with Manasota Commercial Construction ranked secon	a.			
Stellar's Base	Bid was \$676,700 and is included as part of the agenda. The other bid proposals are or	n file			
	in the CIty Clerk's office and available upon request.				
the CRA reccommends adding the \$50,096 alternative of permeable brick pavers in lieu of asphalt.					
The CRA also recommends adding the \$8,550 brick veneer facing instead of stack stone (to match historic theme of area).					
Total price of \$735,346.					
The CRA also asks for an 10% buffer in case of unseen expenses.					
ACTION: Select contractor and approve contract.					
Select contractor and approve contract.					
Budgeted	\$650,000 Budget Page O Available \$650,000 Expenditure \$735	5,346			
Amount:	.00 No(s): Amount: .00 Amount:	,,540			
Additional B Information					
Funding Source(s):	CRA Sufficient ⊠ Yes Budget ⊠ Yes FY 12 Funds □ No Amendment □ No Source:				
L	Available: Required:				
City Attorne	Yes Advisory Board ☐ For Consistent ☒ Yes FS 163 ☐ No Recommendation: ☐ Against With: ☐ No 2011-2015 0	CD A			
Reviewed:	□ No       Recommendation:       □ Against       With:       □ No       2011-2015 €         □ N/A       □ N/A       □ N/A       Plan	CRA			
Potential	Move to approve Stellar Construction contract with Mike Bell as the site superintend	dent			
Motion/ Direction	from start to finsh not to exceed \$735,346 with a 10% contingency of \$73,500.				
Requested:					
Staff Contac	: Jeff Burton CRA Director				
Attachments					
	Meeting minutes Ranking sheet				

March 29, 2012

The Construction Agreement with Stellar Development was not available at time of agenda publication. It will be supplied on Friday.

#### **Nixa Haisley**

From:

Jeff Burton

Sent:

Tuesday, March 06, 2012 9:59 AM

To:

Nixa Haisley

Subject:

minutes

Sorry, my computer was turned off and I lost the first edition of the minutes. Here they are, short, but to the point. If I need to add or subtract, let me know.

Attendance:

Allen Tusing

**Bob Gause** 

**Geoff Seger** 

Jon Moore

**Nixa Haisley** 

Jeff Burton called the meeting to order and asked if there were any general comments. Bob Gause noted that there were some addition discrepancies in the Stellar bid. Mr. Moore added that in the bid document, he did not specifically detail bid groupings. Bob noted site work and electric and how there was variations in the bids. Discussion continued.

Mr. Burton asked if there were any proposals that could be eliminated due to price or timing. Mr. Tusing highlighted both the DeLesline and Gator bid, noting that the price was too high. All agreed and discussion continued.

Mr. Gause noted that of the three remaining bids, he had questions specifically about pricing, timing and experience with permeable pavers. Mr. Moore added that he had a number of RFI (Request for Information) questions that had been asked by the contractors. Mr. Seger stated that he also had questions. Ms. Haisley informed the committee that it could hold interviews with the applicants and ask questions of them, but not negotiate with them. The group discussed the idea of having a second meeting. It was agreed to hold a second meeting on Friday, March 9 at 9AM at City Hall to interview the applicants. Ms. Haisley agreed to schedule the meeting. Committee Members agreed to submit questions to her to be distributed to the applicants prior to the meeting.

Mr. Gause noted that Holland did not follow make a full proposal and that some of their financial information was not addressed. It was agreed upon by all that Holland should be dropped for not following the bid instructions.

The committee agreed to interview both, Stellar and Manasota at the next meeting. The meeting ended.

Jeff Burton, Director
Palmetto Community Redevelopment Agency
715 4<sup>th</sup> Street West
Palmetto Florida 34221
(941) 723-4988
<a href="http://palmettocra.org/">http://palmettocra.org/</a>
http://www.facebook.com/palmettocra

#### **Nixa Haisley**

From: Jeff Burton

Sent: Monday, March 12, 2012 9:03 AM

To: Nixa Haisley
Cc: Antoinette Kilgore

Subject: Friday meeting minutes, Nixa please populate the scores at the bottom

#### Meeting minutes

Attendance
Bob Gause
Jon Moore
Alan Tusing
Jeff Burton
Nixa Haisley

Interview with Manasota Clay Johnson Stan Stevens Mark

The meeting was called to order at 9:15 AM. Clay Johnson presented detailed answers to question presented by the committee before the meeting. The questions and Johnson's answers are attached.

Jon Moore asked about the construction site during the 4<sup>th</sup> of July. Johnson noted that his staff would be available to assist at the construction site and that part of the site might be opened on that day.

Clay Johnson discussed safety procedures of his company, comparison projects and experience with permeable pavers. He also mentioned that an alternative Florida made brick might be available through Brick America that could lead to a significant savings. He further discussed Manasota Builders.

Jon Moore asked about site supervision and discussion continued including daily site work hours from 7am-4pm. He also asked about utility personnel contacts. Manasota noted that they have good contacts.

Bob Gause asked about survey inclusion in the price, Clay Johnson noted that the price included all surveys.

The meeting recessed for 15 minutes.

Interview with Stellar Brian Ellis Maurice Opstal

Brian Ellis answered the questions (attached) offered by the committee as follows:

- 1. Yes
- 2. Yes
- 3. No, the plan specified otherwise
- 4. Yes
- 5. Yes
- 6. Yes
- 7. Yes
- 8. No, per bid documents

- 9. Secure from public
- 10. Yes and Yes
- 11. There was a misunderstanding in how the document categorized bid work

Jon Moore asked about the construction site during the 4<sup>th</sup> of July. Mr. Opstal noted that his staff would be available to assist at the construction site and that the project was proposed to be opened fully on that day.

Bob Moore asked if Stellar saw any major issues with the project and construction time. Mr. Ellis noted that weather was the only concern.

Jeff Burton and Mr. Opstal discussed timing and the need to proceed as soon as possible.

Bob Gause asked the name of the job superintendent, Mr. Ellis note that Mike Bell would be the superintendant.

Mr. Ellis discussed Stellar's safety record and accomplishment.

Other discussion continued.

The meeting recessed for 15 minutes.

#### Committee Discussion

Bob Gause began the discussion by noting that both firms were capable of performing the work. All agreed. He also noted that any secondary work would be a little more difficult with Stellar and Manasota. Stellar would push to complete the work on time without distraction. Mr. Gause and Mr. Moore both liked Mike Bell as a superintendent. Discussion ensued.

Mr. Burton noted that the price difference and schedule to finish the work before the 4<sup>th</sup> of July was just enough to place Stellar ahead of Manasota, and noted that the contract would with Stellar must include Mike Bell as superintendent on the job from start to finish. Discussion continued and shortly after the rankings were tallied with a Stellar being first and Manasota close behind. The Scores were as follows:

Bob Gause Jon Moore Alan Tusing Jeff Burton Geoff Segar

The meeting was closed.

Jeff Burton, Director
Palmetto Community Redevelopment Agency
715 4<sup>th</sup> Street West
Palmetto Florida 34221
(941) 723-4988
<a href="http://palmettocra.org/">http://palmettocra.org/</a>
<a href="http://www.facebook.com/palmettocra">http://www.facebook.com/palmettocra</a>



# CITY OF PALMETTO Request for Proposals Summary Form

#### Sutton Park Renovatioins - Phase I

ijm	Allen	Geoff	Jon	Bob	Jeff	Total	Average
DeLesline	23.00	16.00	22.00	19.00	22.00	102.00	20.40
Gator	23.00	15.00	13.00	7.00	22.00	80.00	16.00
Holland	22.00	16.00	16.00	6.00	23.00	83.00	16.60
Manasota	23.75	19.00	26.00	24.00	24.00	116.75	23.35
Stellar	24.00	21.00	28.00	24.00	26.00	123.00	24.60



# **Sutton Park Renovation**







#### Letter From the President

City of Palmetto Community Redevelopment Agency 516 8th Ave. W. Palmetto, FL 34221

RE: Sutton Park Renovation

Selection Committee:

I would like to thank you for your time and the opportunity to submit our proposal on the upcoming Sutton Park project. Please find enclosed Stellar Development's qualifications and response the Request for Proposal for the Sutton Park Renovation.

Stellar Development, Inc. was founded on the philosophy of building lasting relationships by exceeding our clients' expectations. It is our intent to build partnerships that will last a lifetime by delivering quality service and construction while providing exceptional client service. Our goal is to focus and achieve greatness through teamwork, commitment and strong alliances with our clients and partners.

I believe that, "Anyone can build, but it is how you build that makes a difference." This passion and commitment is applied to every Stellar project; it's how we construct and manage everyday. Our entire team believes that we should be the best at what we do. As the old saying goes, "If you are a ditch digger, have absolute pride in your work and be the best ditch digger you can be". I am proud to say that we have assembled a team among the best in the construction industry with the experience required to make any project a success.

Please feel free to contact me with any questions.

Sincerely,

Maurice Opstal President

Stellar Development, Inc.

Ranked Tampa Bay Business Journal's #1 Fastest Growing Company in 2010 Ranked Tampa Bay Business Journal's #21 Fastest Growing Company in 2011 Ranked Inc. 500 Magazine's #255 Fastest Growing Company in America in 2011



#### **Company Info**

PROJECT:

Sutton Park Renovation

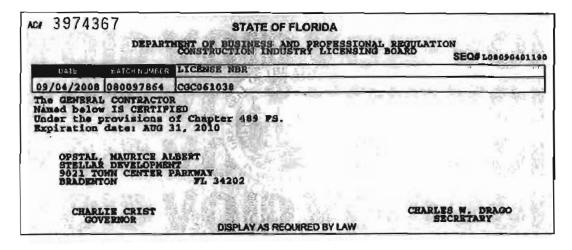
CONTRACTOR NAME:

Stellar Development, Inc.

TELEPHONE #: CONTACT PERSON:

(941) 907-9577 Maurice Opstal

Stellar Development is a General Contracting and Construction Management Firm operating out of Manatee County, FL qualified and licensed to do business under a Class A General Contractor's License No. CGC061038.



In addition to Stellar Development's licensing, all of the subcontractors for this project are properly licensed to do business in the State of Florida.

There has been no past or current disciplinary action taken or pending by state regulatory bodies or professional organizations against Stellar Development during the last three (3) years.

There has been no litigation filed against Stellar Development in the past three (3) years related the services Stellar provides in the regular course of business.

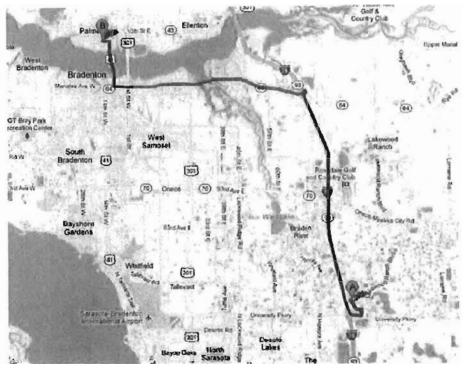
Stellar Development was recently ranked "The #1 Fastest Growing Company" by the Tampa Bay Business Journal and ranked #255 fastest growing company nationally by Inc. 500 Magazine. Stellar was founded on the philosophy of building lasting relationships by exceeding our clients' expectations. It is our intent to build partnerships that will last a lifetime by delivering quality service and construction while providing exceptional client service. Our goal is to focus and achieve greatness through teamwork, commitment and strong alliances with our clients and partners.

Stellar Development has managed over \$100 million in construction projects over the past 10 years. Stellar Development's average volume has grown every year. We currently have 10 employees on our management staff all experienced in the field of construction. This project will have a dedicated project manager, field superintendent, and project coordinator. In addition, Stellar's upper management including the President are always available and involved in all projects. Stellar Development has experience in all types of construction and with a Class A General Contractor's License is qualified by the state to perform any and all types of construction from high-rise to horizontal construction. With a bonding capacity of \$35 million, no project is too big or too small.



#### **Location & Experience With Team**

Stellar Development's Office is in Manatee County within 17 miles of the project site.



Location of the Stellar Development Office in Relation to Site

The staff at Stellar Development has experience working in the City of Palmetto and is very familiar with the Building Department and their requirements in addition to having an extensive experience with the design team as summarized below:

#### Work in Palmetto

Manatee School for the Arts – New Classroom Building Manatee School for the Arts - Administrative Office Addition

#### Work with Moore2Design, LLC

Manatee School for the Arts

Countryside Christian Center

First Baptist Church

Happy Gospel Family Life Center (Preconstruction Services)

Valcorp, Inc. (Preconstruction Services)

First Priority Bank - Lakewood Ranch

Pritchard Plumbing (Preconstruction Services)

#### Work with Allison-Gause Engineering

Manatee County Rural Health – West Manatee Health Center Coastal Animal Medical Center



#### **Proposed Team**

The proposed project Team for this project is as follows:

Please reference the individual resumes for each employee in the Qualifications and Experience of Project Team Section of this proposal.



Maurice Opstal
President
GC License No. CGC 011038



Brian Ellis Director of Operations



Michael Bell Superintendent



Trey Arias
Project Manager
GC License No. CGC1516578



Rebekah Hamilton Project Coordinator



#### **Featured Similar Project**

#### AVION PARK—Tampa, FL

One of the largest projects we have undertaken is the Avion Park development in Tampa, FL. This park included many facets of construction including 3 hotels, retail space, a parking garage, and extensive pedestrian friendly hardscape work. Stellar was hired to manage and coordinate 5 different general



contractors on this project, 4 for the vertical construction and a 5<sup>th</sup> for the site work and intricate hardscape element.

The individual project sites for each of the 4 general contractors had to be managed and coordinated in conjunction with the site work. Each hotel was designed to fit within the pedestrian friendly park promoting the hotel guests to get out and explore the park rather than getting in their car and going offsite.

While managing a project of this magnitude has its challenges, there was nothing more rewarding for Stellar than to successfully manage five general contractors on the same site, at the same time, and have all of the projects finish on time and within budget.



Construction Cost \$85,000,000

Project Size

18 Acres

Construction Start

April 2007

Construction Time

18 Months

Owner

McKibbon Hotel Group

Architect

Lindsay, Pope, Brayfield & Associates



#### **Other Featured Projects**

#### MANATEE SCHOOL FOR THE ARTS—Palmetto, FL

In conjunction with Moore2Design, LLC, Stellar Development, Inc. constructed the new classroom building and admin office addition at the Manatee School for the Arts, in Palmetto, FL. The project consisted of an 8,470 square foot addition to the School's administration areas and a new 11,150 square foot classroom building housing the school's music department, physical education classroom and exercise facility.



#### Construction Cost

\$3,200,000

Project Size

19,620 SF

Contract Type

Construction Management

**Construction Start** 

July 2009

Construction Time

7 Months

Owner

Manatee School for the Arts

Architect

Moore 2 Design, LLC

#### COUNTRYSIDE CHRISTIAN CENTER—Clearwater, FL

In conjunction with Moore2Design, LLC, Stellar Development completed construction of this state-of-the-art worship facility. The project is a 100,000 square foot, two-story facility that houses the church's new 2,500 person capacity stadium-seating sanctuary, multiple classrooms, a children's church to accommodate over 350 children, a 600-seat chapel, a high ceiling choir practice area, a highly technical TV room for video editing, com-



Construction Cost \$23,500,000

Project Size

100,000 SF

Contract Type

Construction Management

Construction Start

June 2008

Construction Time

12 Months

Owner

Countryside Christian Center

Architect

Moore 2 Design, LLC



#### References

Name: Glen Gammon

Title: Pastor

Owner: Countryside Christian Center

Project: Countryside Christian Center New Sanctuary Address: 1850 McMullen Booth Rd., Clearwater, FL 33759

Phone: 727-799-1618 Fax: 727-669-7106

Services Provided: General Contractor—Construction of a new 100,000 square foot church sanctuary

Name: Dr. Charles (Bill) Jones

Title: Principal/Owner

Owner: Manatee School for the Arts

Project: New Classroom Building & Administrative Offices

Address: 700 Haben Blvd. Palmetto, FL 34221 Phone: 941-721-6800 Fax: 941-721-6805

Services Provided: Construction Manager/General Contractor— 11,550 SF New Classroom Building, 8,500

SF Admin Office Addition, Theatre Renovation, and Art Gallery

Name: Eric Rowen Title: Vice President

Owner: McKibbon Hotel Group

Project: Avion Park

Address: 402 Washington Street SE, Suite 200, Gainesville, GA 30501

Phone: 770-530-8013 Fax: 770-718-1270

**Services Provided:** Manage 18 acres of infrastructure/park hardscape and the complete construction of three hotels, a parking garage, four out-parcel sites and a retail strip plaza, all simultaneously under construction

with five different general contractors.

Name: John and Vicki Moore Title: Architect/Interior Designer

Project: Countryside Christian Center New Sanctuary
Address: 1850 McMullen Booth Rd., Clearwater, FL 33759

Services Provided: General Contractor—Construction of a new 100,000 square foot church sanctuary

Project: Manatee School For The Arts

Address: 700 Haben Blvd., Palmetto, FL 34221

Services Provided: General Contractor—Construction of new Classroom and Administrative Office Addition.

Phone: 941-729-1229 Fax: 941-729-5979

Contact: Walter L. (Mickey) Presha

Litle: CEO

Owner: Manatee County Rural Health Services

Project: West Manatee Health Center

Address: 12271 US Highway 301 North PO Box 499 Parrish, FL 34219

Phone: 941-776-4000

Services Provided: Construction Management of new Health Care Facility



#### Countryside Christian Center



1050 MEMBILEN BOOTH ROAD, CLEARWATER FLORIDA 35759 727 799 1618

Country side Christian Center org

April 28, 2009

To Ms Vicki Moore of "Moore2Design";

The letter I am writing to you today is in reference to Mr. Brian Ellis who is the onsite Construction Manager for Stellar Development currently completing our new 2500 seat sanctuary here in Clearwater Florida.

As you are aware, Brian and Stellar Development came onboard our project midway in our building process after the dismal performance of the first construction company we hired. From the moment Brian and Stellar took over our project, things began to turn around. Their professionalism and methodology was a breath of fresh air and a new start for our church. The courage and confidence Brian and Stellar Development displayed in taking over a project like ours which had been so badly mismanaged from the start was inspirational. My experience with the construction industry had left me dismayed with the lack of professionalism and integrity I had witnessed in the construction industry. Brian and other Stellar employees that I have had the pleasure to work with have convinced me that not all Construction Companies are created equal. As the leader of the construction team, Brian has always had complete control and respect from those he has been leading. Brian's attitude has always been positive and upbeat even when confronted by seemingly progress stopping obstacles which gave us even more confidence in his abilities. Brian and Stellar's devotion to budget, timeliness, and high morale on our job have made them number one in our book. If we ever have another construction job in the future, we will certainly choose Stellar and hopefully Brian Ellis from start to finish.

Sincerely,

Pastor Glen Gammon

Countryside Christian Center

C. S. Gamerasc



#### **McKibbon Hotel Group**



McKibbon Hotel Group, Inc. 402 Washington Street SE, Sufre 200 Gainssyille, Georgia 30501 (p) 770.532 3395 www.mckibbon.com

December 18, 2009

To Whom It May Concern:

It is with great pleasure that I write this letter of recommendation Maurice Opstal and Stellar Development. I have had the opportunity to work with Mr. Opstal numerous times over the last 6 years on over 60 million dollars worth of construction projects. Mr. Opstal has always handled his projects and relationships with the highest level of integrity.

Maurice has a very deep knowledge and understanding of the construction industry, and can handle any challenge that is presented during the course of a job. He has experience as both a construction manager and an owner's representative which has allowed him to approach project tasks and challenges with a deep understanding from numerous perspectives. Whenever he has been involved in any of my projects, I have felt a great sense of trust and confidence that he and his company were looking out for our best interests.

Maurice has extremely strong skills in finding the greatest value for his clients. While managing any project as a contractor or owner's representative, he has consistently reviewed the cost and scope to help find savings or wasteful spending. He has excellent relationships within the subcontractor community to pull into new projects or to use as a resource to back check costs on a project already underway.

Maurice's knowledge of construction extends far beyond bid day, or negotiating subcontracts. In the field, Maurice plays a key role on his projects. He has a clear understanding of how construction components go together. He can immediately identify if a drawing or sketch has constructability issues. He thinks in 3-dimensions and uses those skills in the field to find better ways to solve problems, creating both enhanced quality and value. In addition, he has a clear understanding of acceptable quality and always seeks to exceed that standard.

In closing, I feel that Maurice Opstal is an individual who has a passion for what he does, and always seeks to meet or exceed his clients' goals and objectives.

Should you have any questions or need further information regarding my relationship and experiences with Maurice or Stellar Construction, please do not hesitate to call me any time.

Sincerely

Erik S. Rowen, AlA

Vice President of Development

LICENSED OWNERS/OPERATORS WITH MARRIOTT INTERNATIONAL, STARWOOD HOTELS AND HILTON HOTELS CORPORATION



#### **Highlands County Courthouse**



#### HIGHLANDS COUNTY

BOARD OF COUNTY COMMISSIONERS ENGINEERING DEPARTMENT

April 29, 2009

To Whom It May Concern:

It was my privilege to work with Maurice Opstal on the Highlands County Courthouse and Jail project.

Maurica was organized, innovative and effective in his approach to managing our projects – as they were all well-managed and on-time. He is detail-oriented and has a firm grasp on what it takes to successfully take a project from start to completion.

It was of utmost importance that our buildings remain completely occupied and operational throughout the duration of the projects without security or safety being sacrificed. Maurice exceeded our expectations with his safety and security plan which kept staff, immates and visitors protected during the process.

Any project would benefit from Maurice's addition to its project team. He has my highest recommendation.

If you have any questions, please do not hesitate to call me directly at 863-402-6877

Sincerely.

Ramon D. Gavarrete, P.E.

County Engineer/Utilities Director

g. Igavarrete, 09tcorrespondençabletters izraurica opistal - highlands reference letter.doc

505 South Commerce Avenue, Sebring, Florida 33870-3869 (863) 402-6877 • FAX (863) 402-6548

Recycled Paper



#### Sarasota Surf & Racquet Club

# SARASOTA SURF & RACQUET CLUB CONDOMINIUM ASSOCIATION 5900 Midnight Pass Road Sarasota, Florida 34242

Telephone: (941) 349-2200 Email: ecalvo@suncoastvacationrentals.com
Website: www.sarasotasurf.com

April 29, 2009

To Whom It May Concern:

We are pleased to recommend Stellar Development and Maurice Opstal if you are looking for a construction manager. The hard work Maurice and his entire team put forth during our recent construction project is evident in the final product's quality and workmanship. The process was well-organized and went smoothly, and we appreciated the extra consideration given to our project.

The renovation of the Surf and Racquet Club was no small task and Stellar Development was able to come on board, deal with the issues and concerns we presented them with, and efficiently and rapidly move us through to final completion. Initial contact was made with Maurice and within two weeks, the project was permitted and underway. The challenges were to complete 83 units within 90 days, while coordinating with each and every unit owner on interior selections, which Maurice accomplished with high marks. Every scheduling milestone was met which ensured that our units were ready for the scheduled season in our rental program. Maurice was thorough and comprehensive, demonstrating excellent team leadership and management skills.

We were very satisfied with Maurice's performance. His team impressed us with the innovative and professional way in which they conducted business and reached final completion - on time and under budget, even given the unusual challenges that existed on the project.

If you would like more information, please feel free to contact me directly at 941-586-5151.

Sincerely,

Emmy Calvo Co-Manager

mmy Caluo

STE AT

# 

#### Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

I	SUBMITTED TO: City of Palmetto
	ADDRESS: 516 8th Ave., W. Palmetto, FL 34221
	SUBMITTED BY: Stellar Development, Inc.
	NAME: Maurice Opstal
	ADDRESS: 9021 Town Center Parkway Lakewood Ranch, FL 34202
	PRINCIPAL OFFICE: 9021 Town Center Parkway Lakewood Ranch, FL 34202
	[X] Corporation [ ] Partnership
	[ ] Individual [ ] Joint Venture [ ] Other
J	NAME OF PROJECT: (if applicable) Sutton Park Renovation  TYPE OF WORK: (file separate form for each Classification of Work)
	TYPE OF WORK: (file separate form for each Classification of Work)  [X] General Construction  [] HVAC  [] Electrical  [] Plumbing
	TYPE OF WORK: (file separate form for each Classification of Work)  [X] General Construction  [] HVAC  [] Electrical  [] Plumbing  [] Other: (Specify)
	TYPE OF WORK: (file separate form for each Classification of Work)  [X] General Construction  [] HVAC  [] Electrical  [] Plumbing  [] Other: (Specify)  § 1 ORGANIZATION  § 1.1 How many years has your organization been in business as a Contractor? 5  § 1.2 How many years has your organization been in business under its present business

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical tine in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an altomey is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the Information is made by AIA or AGC.

§ 1.3 If your organization is a corporation, answer the following:

	<ul> <li>§ 1.3.1 Date of incorporation: 07/31/2000</li> <li>§ 1.3.2 State of incorporation: Florida</li> <li>§ 1.3.3 President's name: Maurice Opstal</li> <li>§ 1.3.4 Vice-president's name(s)</li> </ul>
	N/A
	§ 1.3.5 Secretary's name: N/A § 1.3.6 Treasurer's name: N/A
§ 1	<ul> <li>I.4 If your organization is a partnership, answer the following:</li> <li>§ 1.4.1 Date of organization:</li> <li>§ 1.4.2 Type of partnership (if applicable):</li> <li>§ 1.4.3 Name(s) of general partner(s)</li> </ul>
§ 1	<ul> <li>1.5 If your organization is individually owned, answer the following:</li> <li>§ 1.5.1 Date of organization:</li> <li>§ 1.5.2 Name of owner:</li> </ul>
§ 1	1.6 If the form of your organization is other than those listed above, describe it and name the principals:
§ 2	2 LICENSING 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate gistration or license numbers, if applicable.
Sta	ate of Florida, General Contractor, License #CGC061038
§ 2	2.2 List jurisdictions in which your organization's partnership or trade name is filed.
Sta	ate of Florida
_	B EXPERIENCE 3.1 List the categories of work that your organization normally performs with its own forces.
Cor	enstruction Management
§ 3	3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.) § 3.2.1 Has your organization ever failed to complete any work awarded to it?
	No
	§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
	No
	§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
	No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attachment A

§ 3.4.1 State total worth of work in progress and under contract:

\$5,018,176.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attachment B

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$4,000,000.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Tab "Qualifications and Experience of Project Team"

#### § 4 REFERENCES

§ 4.1 Trade References:

IES Commercial, mark Goodspeed, 7011 15<sup>th</sup> Street East, Sarasota, FL 34243, (941) 756-5547 Turner Wall Systems, Inc., Todd Spraque, 4602 26<sup>th</sup> St W, Bradenton, FL 34207, (941)755-7534 Global Boundaries, Inc., Ryan Gentle, 1234 Commerce Blvd., Sarasota, FL 34243, (941) 927-6000 LCM Group Services, LLC., Lou Mancini, 8478 Cypress Lake Circle, Sarasota, FL 34243, (941) 400-4688 Service Painting of Florida, Inc., Burt Whitenight, 12140 Metro Parkway, Suite K, Ft Myers, FL 33966, (239) 939-7622

§ 4.2 Bank References:

Wachovia, Ted Starkey, 100 S. Ashley Dr., Suite 100, Tampa, FL 33602, (813)276-6618

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Liberty Mutual Insurance Company 2055 Sugarloaf Circle Duluth, GA 30097

§ 4.3.2 Name and address of agent:

RBI Group, Inc. 10014 N Dale Mabry Highway Suite 101 Tampa, FL 33618

#### § 5 FINANCING

#### § 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets:

Other Assets:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Business Support Partners, Inc., Laura Chirichigno, 1936 Bruce B Downs Blvd., #112, Wesley Chapel, FL 33543, (813) 650-6437

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

N/A

§ 5.2 Will the organization whose financia' statement is attached act as guarantor of the contract for construction?

Y es

#### § 6 SIGNATURE

§ 6.1 Dated at this 27th day of February 2012

Name of Organization Stollar Development, Inc.

By: Maurice Opstal

Title: President

§ 6.2

I, Maurice Opstal, being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 27th day of February 2012

Notary Public Roberts & Unchavy

My Commission Expires: February 2, 2013

Notary Public - State of Florida My Comm. Expires Feb 2, 2013 Commission # DD 857382 Bonded Through National Notary Assn.

ROBERTA R UPSHAW

ATTACHMENT A WORK IN PROGRESS

Project	Owner	Architect	Contract Amount	Percent Complete	Scheduled Completion Date
Sarasota Surf & Racquet Club 5900 Midnight Pass Road Sarasota, FL 34234	Sarasota Surf & Racquet Club Condominium Association Inc 5900 Midnight Pass Road Sarasota, FL 34234	N/A	\$1,530,507.00	%56	11/15/11
Beneva Place Apartments 3451 Queens Street Sarasota, FL 34231	Insula Properties 1343 Main Street, #700 Sarasota, FL 34239	Owner Directed Scope	\$665,293.00	70%	11/30/11
Coastal Animal Medical Center	Coastal Animal Medical Center, LLC	Jacobs & Associates Inc			
10915 SR 70 E Bradenton, FL 34211	15006 Sundial PI. Lakewood Ranch, FL 34202	617 E Washingon St., Suite #2 Orlando; FL 32801	\$699,341.00	60%	4/30/12
Pincher's Crab Shack 10707 Rodeo Drive Lakewood Ranch, FL 34202	LWR Main Street, LLC 14400 Covenant Way Lakewood Ranch, FL 34202	WBRC Architects Engineers 8130 Lakewood Main St., Suite 210 Lakewood Ranch, FL 34202	\$335,000.00	%09	3/30/12
Pelican Bay Apartments 1699 Monterey Drive Palm Bay, FL	WestWind Property Management MAI Architects Engineers 1643 Main Street, #700 Sarasota, FL 34239 Melboume, FL 32901	MAI Architects Engineers 2200 Front Street Melboume, FL 32901	\$499,035.00	%57	
Mattheys Residence 925 Whitaker Lane Sarasota, FL	Mark Matthey and Julie Hagen 925 Whitaker Lane Saraosta, FL	The Schimberg Group Inc 73 S Palm Ave., Suite 303 Sarasota, FL 34236	\$1,289,000.00	%0	9/1/12
		Total	\$5,018,176.00		

ATTACHMENT B

	CO	COMPLETE PROJECTS			
				Date of	% Performed by
Project	Owner	Architect	Contract Amount	Completion	Stellal Developmental
Sarasota Surf & Racquet Club	Sarasota Surf & Racquet Club Condominium Association Inc				
5900 Midnight Pass Road	5900 Midnight Pass Road	N/A:	\$149,966.53	October-08	%0
Sarasota, FL	Sarasota, FL				
Sarasota Surf & Racquet Club	Sarasota Surf & Racquet Club Condominium Association Inc				
5900 Midnight Pass Road	5900 Midnight Pass Road	NA	\$619,783.12	October-08	%0
Sarasota, FL	Sarasota, FL				
Bentwood/Whisperwood	MO Decree of Manager of Own				
6929 West University Ave. and					
4100 NW 28th Lane	9021 Town Center Parkway	N/A	\$562,548.00	December-08	%0
Gainesville, FL	Bradenton, FL 34202				
Ed's Tavern	Ed's Tavern	WBRC Architects Engineers			
		8130 Lakewood Main Street	\$227,664.50	December-08	%0
Lakewood Ranch, FL 34202	Lakewood Ranch, FL 34202	Lakewood Ranch, Fill 34202			
Winegar Residence	Robert and Trish Winegar	N/A:			
2950 Dick Wilson Drive	2950 Dick Wilson Drive		\$32,850.00	December-08	%0
Sarasota, FL 34240	Sarasota, FL 34240				
Stanford Village	SMG Property Management				
2265 Perry Blvd.	9021 Town Center Parkway	N/A	\$56,405.00	April-09	%0
Atlanta, GA 30318	Bradenton, FL 34202				
	Equity Inns Realty & MHG				
	Construction Management Services	Lindsay Pope Brayfield &			
Residence Inn Sarasota	ורכ	Associates Inc			
1040 University Parkway	3700 SW 42nd Street	270 Langley Drive	\$84,540.00	May-09	%0
Sarasota, FL 34234	Gainesville, FL 32608	Lawrenceville, GA 30045			
	Equity fons Realty & MHG				
	Construction Management Services	Lindsay Pope Brayfield &			
Courtyard by Marriott Sarasota	rrc	Associates Inc			
850 University Parkway	3700 SW 42nd Street	270 Langley Drive	\$22,282.40	May-09	%0
Salasota, FL 34234	Gainesville, FL 32608	Lawrenceville, GA 30045			

				Date of	Stellar
Project	Омпег	Architect	Contract Amount	Completion	Developmen∜
:	Equity Inns Realty & MHG Construction Management Services	Lindsay Pope Brayfield &			
Springhill Suites Sarasota	2200 SW 4324 Stoot	Associates Inc	\$2 041 OF	O NOW	700
Sarasota, FL 34234	Gainesville, FL 32608	Lawrenceville, GA 30045	60,941,00	Nay-Op	80
SSRC Unit T902	Deanna Monaghan, as Trustee for the NF Trust dated December 12, 2008	A/A			
5920 Midnight Pass Road	1918 Camborne Crescent		\$80,910.93	90-ennl	%0
Sarsaota, FL 34242	Ottawa, Uniano Canadain In/ 6/				
Countryside Christian Center	Countryside Christian Center	Moore 2 Designs		-	
1850 N McMullen Booth road	1850 N McMullen Booth road	706 Riverside Drive	\$433,450.00	July-09	%0
McKibbon Headquarters Office Build-Out	MHG Avion Retail LLC	Lindsay Pope Brayfield & Associates Inc			
5315-B and 5315-C Avion Park					
Drive	402 Washington Street SE, Suite 200	270 Langley Drive	\$434,224.42	August-09	%0
Tampa, FL 33607	Gainesville, GA 30501	Lawrenceville, GA 30045			
Courtyard Little Rock	McKibbon Hotel Group of Little Rock	N/A:			
521 President Clinton Ave	402 Washington Street, Suite 200		\$22,108.00	August-09	%0
Little Rock, AR 72201	Gainesville, GA 30501				
TownePlace Suites, Avion Park	McKibbon Hotel Group				
5302 Avion Park Drive	402 Washington Street, Suite 200	N/A	\$4,309.00	August-09	%0
I Bmpa, FL 33507	Gainesville, GA 30201				
Brady Residence	Shonna Brady	***************************************		-	, and
2350 Hillwiew Street	2350 Hillview Street	N/A	\$11,015.0	October-08	%0
Sarasola, i conco	Jakasola, I L 04600				
McNooon beach nouse	16248 Golf Rive	Owner Directed Scope	#36 204 Of	PO-2 admoveN	%()
Bradenton Beach, FL 33708	Bradenton Beach, FL 33708				
TownePlace Suites, Pensacola	McKibbon Hotel Group				
481 Creighton Road	402 Washington Street, Suite 200	NA	\$5,197.00	December-09	%0
Pensacola, FL 32504	Gainesville, GA 30501				

	CO	COMPLETE PROJECTS.			
					% Performed by
Project	Owner	Architect	Contract Amount	Date of Completion	Stellar Development
Residence Inn Charlotte	McKibbon Hotel Group, Inc.	Lindsay Pope Brayfield & Associates Inc			
6030 Piedmont Row Drive South	800 Jesse Jewell Parkway	270 Langley Drive	\$280,353.00	January-10	%0
Charlotte, NC 28210	Gainesville, GA 30501	Lawrenceville, GA 30045			
Banyan Trail Apartment					
Renovation	Property, One Management Services	N/A			
4055 MacEachen Blvd	1626 Ringling Blvd., Suite 510		\$78,787.00	January-10	%0
Saraosta, FL 34233	Sarasota, FL 34236				
Ayalon Square Repairs	SMG Property Management	N/A:			
3506 14th Street W	9021 Town Center Parkway		\$70,000.00	January-10	%0
Bradenton, FL 34205	Bradenton, FL 34202				
	McKibbon Hotel Group of Tampa				
Residence Inn Tampa Westshore	Westshore	N/A:	\$207,297.00		
4312 Boyscout Blvd	402 Washington Street, Suite 200			January-10	%0
Tampa, FL	Gainesville, GA 30501				
Countryside Christian Renovation	Countryside Christian Center	Moore 2 Desgin, LLC			
1850 N McMullen Booth road	1850 N McMullen Booth road	706 Riverside Drive	\$50,000.00	January-10	%0
Clearwater, FL 33759	Clearwater, FL 33759	Palmetto, FL 34221			
Harbor Bay Apartments	FLR Harbor Bay, LLC	N/A			
1901 Harbor Bay Court	1626 Ringling Blvd., Suite 510		\$300,211.69	February-10	%0
Kissimmee, FL 34741	Sarasota, FL 34236				
Venetian House	SM-Jacks LLC	N/A:			
193 Medici Terrace	9021 Town Center Parkway		\$100,000.00	February-10	%0
Venice, FL	Bradenton, FL 34202				
	Renaissance Arts and Education Inc.				
Manatee School for the Arts	d/b/a Manatee School for the Arts	Moore 2 Desgin, LLC			
700 Haben Blvd	700 Haben Blvd	706 Riverside Drive	\$2,418,000.00	March-10	%0
Palmetto, FL 34221	Palmetto, FL 34221	Palmetto, FL 34221			
Highalnd Oaks Burn Units	Insula Properties				
4793 N Rine Hills Road	1343 Main Street, #700	Owner Directed Scope	\$66,860.00	June-10	%0
Orlando, ዙL	Sarasota, FL 34239				

				Date of	% Performed by Stellar
Project	Owner	Architect	Contract Amount	Completion	Development
Fox Alta Vista	Jennifer Fox				
1689 Alta Vista Street	1689 Alta Vista Street	NIA	\$5,464.00	August-10	%0
Sarasota, FL 34236	Sarasota, FL 34236				
Ed's Tavern - Storefront	Ed's Tavem	WBRC Architects Engineers			
10719 Radeo Drive	10719 Rodeo Drive	8130 Lakewood Main Street	\$21,135.00	Septembar-10	%0
Lakewood Ranch, FL 34202	Lakewood Ranch, FL 34202	Lakewood Ranch, FL 34202			
Off The Wall Street Radio Station	Spot Link Inc., (DBA) Phills Gang	Modis Architects			
1417 1st:St	157 Medici Terrace	2480 SW 59th Avenue	\$79,075.00	September-10	%0
Sarasota, FL	North Venice, FL 34275	Miami, FL 33155			
Waterways Apartments	Insufa Properties				
4937 Waterway Court	1343 Main Street, #700	Owner Directed Scope	\$890,275.00	October-10	%0
Orlando, IFL	Sarasota, FL 34239				
Tocher Residence	Scott Tocher				
1689 Alta Vista Street	1689 Alta Vista Street	NIA	\$9,832.00	October-10	%0
Sarasota, FL 34236	Sarasota, FL 34236				
Palm Towers	Insula Properties				
1343 Main Street, #700	1343 Main Street, #700	N/A	\$25,000.00	November-10	%0
Sarasota, FL 34239	Sarasota, FL 34239				
		Lindsay Pope Brayfield &			
Courtyard Gainesville	Equity Inns Realty	Associates Inc			
3700 SW 42nd St	3700 SW 42nd St	270 Langley Drive	\$73,468.70	<b>December-10</b>	%0
Gainesville, FL 32608	Gainesville, FL 32608	Lawrenceville, GA 30045			
Highalnd Oaks Apartments	Insula Properties				
4793 N Pine Hills Road	1343 Main Street, #700	Owner Directed Scope	\$487,318.00	May-11	%0
Orlando, IFL	Sarasota, FL 34239				
	Manatee County Rural Health				
2318 Manatee Ave. Center	Services	Jerry N Zoller, AIA, P.A.			
2318 Manatee Ave. W	PO Box 449	914 14th St W	\$1,973,317.00	June-11	%0
Bradenton, FL	Parrish, FL 34219	Bradenton, FL 34205			
Silver Oaks Apartments	Insula Properties				
3024 N Rowers Drive	1343 Main Street, #700	Owner Directed Scope	\$701,229.00	July-11	%0
Orlando, iFL	Sarasota, FL 34239				

					% Performed by
				Date of	Stellar
Project	Owner	Architect	Contract Amount	Completion	Development
Palm Towers 2nd Floor	Insula Properties				
1343 Main Street, #700	1343 Main Street, #700	N/A	\$34,948.00	August-11	%0
Sarasota, FL 34239	Sarasota, FL 34239				
The Grande Residence	Marta Grande				
100 Central Ave., Unit E1011	100 Central Ave., Unit E1011	N/A	\$11,250.00	August-11	%0
Sarasota, FL 34236	Sarasota, FL 34236				
Norwegian Seamean's					
Church/Scandinavian Center	Norwegian Seaman's Church	Jerry Clawson Architect			
	Asset Park, 3026 Coconut Grove	218 East Commercial Blvd., Suite			
2950 Flamingo Road	Drive	202	\$3,600,000.00	November-11	%0
		Lauderdale By The Sea, FL			
Town of Davie, FL	Coral Gables, FL 33134	33308			

## Stellar Development, Inc. Balance Sheet December 31, 2011

January 16, 2012 4:18 pm

#### Assets

Current Assets	
Cash and Cash Equivalents	\$ 757,286
Accounts Receivable	512,325
Retainage Receivable	186,220
Costs in Excess of Billings	13,014
Total Current Assets	\$ 1,468,845
Fixed Assets	
Fixed Assets	\$ 39,425
Accumulated Depreciation & Amortization	(26,019) \$ 13,406
Other Assets	
Other Assets	\$ 24,550 \$ 24,550
	<u>\$ 1,506,801</u>
<u>Liabil</u> ities and Equi	ty
Current Liabilities	
Accounts Payable	\$ 227,603
Retainage Payable	369,588
Billings in Excess of Costs	61,214
Total Current Liabilities	\$ 658,405
Long Term Liabilities	
Stookholder's Equity	
Common Stock	\$ 1,000
Additional Paid-In Capital	9,000
Owner Draws	(115,000)
Retained Earnings	502,202
Net Income	451,195
Total Shareholder's Equity	<u>\$ 848,397</u>
	\$ 1,506,802

Confidential: For Internal Use Only

#### Maurice Opstal - Resume

#### Education

Auburn University - Auburn, AL
 Bachelor of Science Degree in Building Science - 1996

 Minor in Business Administration

#### Registration

State Certified General Contractor - CGC061038

#### Hotel Project Experience

- Avion Park, 18-acre park with hotels, retail, and parking garage Tampa, FL
  - Retail center
  - Complete Infrastructure
  - Five-story parking garage
  - Hilton Homewood Suites
  - Hilton Garden Inn
  - Marriott Townplace Suites
- · Residence Inn Westshore Tampa, FL
  - New construction, 8-story
  - Renovations
- Townplace Suites Knoxville, TN
  - New construction, 4-story
- Homewood Suites Knoxville, TN
  - New construction, 4-story
- Marriott Springhill Suites Sarasota, FL
  - New construction, 3-story
  - Life safety improvements
- Residence Inn Sarasota, FL
  - Renovations
- Residence Inn Charlotte, NC
  - Renovations
- Courtyard by Marriott Sarasota, FL
  - Life safety improvements
- Courtyard by Marriott Gainesville, FL
  - Renovations
- Sarasota Surf and Racquet Club Siesta Key, FL
  - 83 Unit Condo Renovation

#### Religious Project Experience

- · Countryside Christian Center Clearwater, FL
- Salvation Army, 2 story Sarasota, FL
- · St. Peters and Paul Church Bradenton, FL
- St. James Catholic Church Miami, FL

#### Government Project Experience

- Highlands County Courthouse and Jail, 4-story Avon Park, FL
- · Sarasota County Judicial Center, 11-story court facility Sarasota, FL
- Department of Juvenile Justice
  - Seffner, FL
  - Ft. Myers, FL
  - · Peace River Arcadia, FL
  - Myakka Sarasota, FL
- Department of Management Services, Farmers Market Immokalee, FL
- · Rosemary Police Substation Sarasota, FL

#### President



#### Awards

- Marriott Opening Hotel of the Year Award—2009 Townplace Suites, Tampa
- ABC Excellence in Construction Award—2002 Residence Inn, Tampa
- Marriott Opening Hotel of the Year Award—2003 Townplace Suites, Knoxville
- Marriott Opening Hotel of the Year Award—2000 Springhill Suites, Sarasota
- ABC Excellence in Construction Award—1999
   Sarasota County Judicial Center, Sarasota



#### Maurice Opstal continued....

#### Retail Project Experience

- McKibbon Hotel Group Headquarters, Office Space Build-out -Tampa, FL
- Ed's Tavern, Bar and restaurant Lakewood Ranch, FL
- Simply Spoiled, Build-out of cosmetic boutique Sarasota, FL
- T. Georgianos Shoe Salon, Build-out of shoe salon Sarasota, FL
- BOX Furniture, Build-out of furniture boutique Sarasota, FL
- Der Dutchman Restaurant Sarasota, FL
- Autozone Hollywood, FL
- Autozone Oakland, FL
- Bay Village Shops Sarasota, FL
- Saks Fifth Avenue Remodel Sarasota, FL
- Desoto Mall, Interior Remodel Bradenton, FL
- Clear Channel Broadcasting Ft. Myers, FL
- Clear Channel Broadcasting Sarasota, FL

#### Multi-Family Project Experience

- Sarasota Surf & Racquet Club, 83 condominium units, four buildings Sarasota. FL
- Boca Palms, Owner's Representative/ Developer, 73 townhomes Orlando, FI
- Avalon Square Apartments Bradenton, FL
- · Whisperwood Apartments Gainesville, FL
- Bentwood Apartments Gainesville, FL
- · Stanford Apartments Gainesville, FL

#### Single Family Project Experience

- · 3960 Elysian Woods Lane Sarasota, FL
- 525 Norton Street, 3 stories waterfront Longboat Key, FL
- 637 Norton Street, 3 stories waterfront Longboat Key, FL
- 163 Siesta Drive, 3 stories waterfront Siesta Key, FL
- 607 Concord, waterfront Holmes Beach, FL
- 638 Dundee Lane, waterfront Holmes Beach, FL
- 522 Bayview, waterfront Holmes Beach, FL
- · Marquesa Court, 9 single family homes Key West, FL
- Key Cove Landings, 10 single family homes Key West, FL
- Paradise Harbor, 5 single family homes Key West, FL
- Sarasota Surf and Racquet Club, Tower 902 Siesta Key, FL
- 2950 Dick Wilson Dr. Sarasota FL
- 6005 13<sup>th</sup> Ave East Bradenton FL.

#### Healthcare Project Experience

- Manor Care of Venice Venice, FL
- Coast Dental, Build-out Sarasota, FL
- Donegan Health Care, Fire Alarm Kissimmee, FL
- J.H. Floyd Sunshine Manor, Assisted Living Facility Sarasota, FL

#### Education Project Experience

Manatee School for the Arts, 8,470 square foot office addition and 11,150 square foot classroom building - Palmetto, FL

#### Professional Memberships

- Manatee Chamber of Commerce
- Gulf Coast Builders Exchange



#### Brian Ellis - Resume

#### Education

University of Florida - Gainesville, FL

M.E. Rinker, Sr. School of Building Construction
Master of Science Degree in Building Construction, 1998

University of Florida - Gainesville, FL

Warrington College of Business Administration Bachelor of Science Degree in Finance, 1995

#### **Education Project Experience**

- Manatee School for the Arts, 8,470 square foot office addition and 11,150 square foot classroom building Palmetto, FL
- South Florida Community College, DeSoto Campus, Two-story, 25,000 square foot building - Avon Park, FL
- South Florida Community College, Hardee Campus, 20,000 Two-story building and 10,000 one-story building Wauchula, FL
- South Florida Community College Dental Hygiene Project, One story, 12,000 square foot teaching facility Avon Park, FL
- Indian River Community College, Chastain Campus New two-story 30,000 square foot college facility - Stuart, FL

#### Religious Project Experience

- Countryside Christian Center, Over 100,000 square feet new church and worship facility Clearwater, FL
- 1st Baptist Church of Bradenton, 3,500 square foot renovation/addition and elevator retrofit - Bradenton, FL
- Happy Gospel, 6,000 square foot classroom church facility Bradenton, FL

#### **Hotel Project Experience**

- Avion Park, 18 acre Commerce Park consisting of 3 hotels, parking garage, retail space and complete infrastructure - Tampa, FL
- Sheraton Hotel, Seven story, 159 unit Jacksonville, FL
- Hilton Homewood Suites Hotel, four story hotel Knoxville, TN
- Marriott Residence Inn, Eight story, 117,845 square foot, post-tension structure, pool and spa 160 units each with kitchenette Tampa, FL

#### Healthcare Project Experience

- Manor Care Assisted Living Facility, 32,000 sqft. nursing home Jupiter, FL
- Hurricane Medical, 8,900 square foot Eye Surgery Product Manufacturer -Bradenton, FL
- Manatee County Rural Health 12,000 SF Healthcare Facility
- Coastal Animal Medical Center 7,500 SF Veterinary Clinic/Hospital

#### Office/Industrial/Warehouse Project Experience

- Courtyard Creek, 12-Unit, 21,750 square foot Industrial Condo Sarasota, FL
- Toledo Blade Crossing, 6 Acre infrastructure development Port Charlotte, FL

#### Retail Project Experience

- First Priority Bank, 16,000 square foot Bank and office space Lakewood Ranch, FL
- T. Georgianos Shoe Salon, Build-out of shoe salon Sarasota, FL
- · Pincher's Crab Shack, 5,500 SF restaurant build-out

#### Historic Project Experience

 World War II Barracks Renovation, 10,000 square foot renovation of historical building - Jupiter, FL

#### Director of Operations



#### Awards

- ABC Excellence in Construction Award—2003 Residence Inn, Tampa
- ABC Excellence in Construction Award -2003
   South Florida Community College – Dental Complex
- ABC Excellence in Construction Award – 2004
   South Florida Community College – Hardee Campus

#### Professional Memberships

- Manatee Chamber of Commerce
- Gulf Coast Builders Exchange



#### Trey Arias - Resume

#### Education

Auburn University—Auburn, AL

Bachelor of Science in Building Construction - 1997

#### Registration

State Certified General Contractor ~ CGC1516578

#### Retail / Office Project Experience

 Emerald Beach Resort Condominium I Commercial and Retail Upgrades – Design-Build Commercial Space and Five New Restaurants – \$17 Million – Panama City Beach, FL

#### Multi-Family Project Experience

Emerald Beach Resort Condominium I – 25-story, 280-unit Condominiums –
 \$39 Million – Panama City Beach, FL

#### Healthcare Project Experience

- Florida Department of Veterans Affairs 120-bed, Four Wing AHCA State Nursing Home for Veterans including Alzheimer's Wing and Wander Control System – \$9.7 Million – Port Charlotte, FL
- J.H. Floyd Sunshine Meadows Second Floor Addition to Existing Assisted Living Facility – \$1.5 Million – Sarasota, FL

#### Arts & Education Project Experience

- South Florida Community College Finish Stage of New University Center Building and Auditonum Addition – \$6.5 Million – Avon Park, FL
- Hillsboro Community College Public Service Technology Building 80,000
   SF new public service training facility \$7.5 Million Tampa, FL
- Walton High School New 205,000 SF State of the Art High School for Walton County School District including Full Performing Arts Auditorium and Gymnasium \$36 Million DeFuniak Springs, FL
- Van Wezel Performing Arts Hall Addition and Renovation of Existing Frank Lloyd Wright/Taliesin Group Performance Hall – \$20 Million – Sarasota, FL

#### Government Project Experience

 West End Fire Station – Two Bay, Six Dorm, 11,000SF LEED Certified Fire Station for Bay County, FL – \$2.8 Million – Panama City Beach, FL

#### Other Project Experience

 Northwest Florida Regional Airport – Terminal Addition and Two Additional Passenger Boarding Gates / Holding Areas – \$4.7 Million; Renovation of Engineering Building – \$658,000; Modification to Terminal Entry – \$1.2 Million; Parking Lot Expansion – \$2.2 Million; Eglin AFB, FL





#### Michael Bell - Resume

As Project Superintendent Michael is responsible for day to day operations, scheduling, submittal reviews and interfacing with subcontractors, vendors, engineers, the architect and owners. Michael has 27 years of experience.

#### Certifications

- 20 Hour OSHA Certified
- · CPR and 1st Aid Certified

#### **Project Experience**

- Manatee School for the Arts
- Countryside Christian Center
- Norwegian Seamen's Church
- · Tampa Bay Convention Center
- · Sears Department Stores
- Ice Palace
- Dillard's Department Stores
- Pinellas County Schools
- Pinellas County Courthouse
- Delray Beach Courthouse
- Spanish Palms Condominiums
- Beach Residents Condominiums
- Meridian 5 and 6 Condominiums
- · Bayfront Medical Center
- MacDill A.F.B.

#### Past History

Boran, Craig, Barber, Engel—Sarasota, FL

Superintendent: Full responsibilities for day to day supervision of field employees, subcontractors. Maintains schedules for commercial, and residential projects, Assists in estimating, bidding, and buyouts, Coordinates multiple construction trades for all project activities in order to maintain budget and contractual obligations.

• DooleyMack, LLC—Sarasota, FL

Superintendent: Full responsibilities for day to day supervision of field employees, subcontractors. Maintains schedules for commercial, and residential projects, Assists in estimating, bidding, and buyouts, Coordinates multiple construction trades for all project activities in order to maintain budget and contractual obligations.

Caroline Construction—Tampa, FL

General Superintendent / Safety: Full responsibilities for day to day supervision of field employees, subcontractors. Maintains schedules for commercial, and residential projects. Assists in estimating, bidding, and buy-outs. Coordinates multiple construction trades for all project activities in order to maintain budget and contractual obligations. Oversees and represents the company in all safety issues and concerns.

- Danis Environmental—St. Petersburg, FL Superintendent
- Southwind Construction—Tampa, FL Superintendent



#### Hospitality

- Hilton Homewood Suites Knoxville, TN
- Marriott Residence Inn -Tampa, FL
- Marriott Townplace Suites Knoxville, TN
- Marriott Springhill Suites Sarasota, FL
- Marriott Townplace Suites Tampa, FL
- Hilton Homewood Suites Tampa, FL
- Hilton Garden Inn Tampa, FL
- Sheraton Hotel Jacksonville, FL
- · Marriott Residence Inn Sarasota, FL
- Marriott Townplace Suites Sarasota, FL
- Courtyard by Marriott Gainesville, FL
- · Courtyard by Marriott Sarasota, FL
- Marriott Residence Inn Charlotte, NC
- Courtyard by Marriott Little Rock, AK













#### Institutional/ Government

- Highlands County Courthouse and Jail Facility -Sebring, FL
- Sarasota County Courthouse and Energy Plant
   Sarasota, FL
- Salvation Army Sarasota, FL
- Rosemary Police Substation Sarasota, FL
- Department of Juvenile Justice
  - Sefner, FL
  - Ft. Myers, FL
  - Arcadia, FL
  - Sarasota, FL
- Department of Management Services State Farmers Market - Immokalee, FL









#### Commercial/ Retail

- · Clear Channel Broadcasting Ft. Myers, FL
- Clear Channel Broadcasting Sarasota, FL
- Autozone -Hollywood, FL
- Autozone Oakland Park, FL
- Simply Spoiled—Sarasota, FL
- Box Furniture—Sarasota, FL
- T. Georgianos Shoe Salon—Sarasota, FL
- Bay Village Shops Sarasota, FL
- Desoto Mall Shoppes Bradenton, FL
- Der Dutchman Restaurant Sarasota FL
- Ed's Tavern Lakewood Ranch, FL
- Airport Executive Plaza Orlando, FL
- Manasota Industrial Park, Bradenton, FL
- Toledo Blade Crossing, Port Charlotte, FL
- First Priority Bank, Lakewood Ranch, FL
- Valcorp, Bradenton, FL
- Courtyard Creek Industrial Condo Bradenton, FL













## **Qualifications & Experience of Project Team**

### Religious

- Saint James Catholic Church Miami FL
- Saint Peter & Paul Church Bradenton, FL
- Countryside Christian Center Clearwater, FL
- First Baptist Church of Bradenton Bradenton, FL
- Happy Gospel Bradenton, FL
- · Norwegian Seamen's Church-Davie, FL





### **Health Care**

- J.H. Floyd Sunshine Manor Assisted Living Facility -Sarasota, FL
- · Coast Dental Sarasota, FL
- Donegan Health Care Kissimmee, FL
- Manor Care Assisted Living Venice, FL
- · Bay Village Assisted Living Facility Sarasota, FL
- · Carolina Village Retirement Community Rockhill, SC
- Manor Care Assisted Living, Jupiter, FL
- South Florida Community College, Dental Hygiene Building -Avon Park, FL
- · Hurricane Medical Eye Surgery Bradenton, FL







## Education

- Indian River Community College, Chastain Campus- Stuart, FL
- South Florida Community College, Desoto Campus Avon Park, FL
- South Florida Community College, Hardee Campus Wachula, FL
- South Florida Community College, Dental Hygiene Building -Avon Park, FL
- Manatee School for the Arts, New Classroom Building and Administrative Office Addition - Palmetto, FL
- Countryside Christian Academy, Renovation Clearwater, FL







### Residential/Other

- Boca Palms Townhomes Kissimmee, FL
- Banyan Trail Apartments Sarasota, FL
- Harbor Bay Apartments Kissimmee, FL
- · Avalon Square Bradenton, FL
- 525 Norton Street Longboat Key, FL
- 637 Norton Street Longboat Key, FL
- Paradise Harbor Key West, FL
- 163 Siesta Drive Siesta Key, FL
- 522 Bayview Holmes Beach, FL
- Marquessa Court Key West, FL
- World War II Barracks Jupiter, FL







## Construction Approach & Process

### Work Plan

Stellar's approach to construction is based on extensive planning and review of the Contract Documents prior to construction and then working hand in hand with the Owner and Design Team to ensure the project runs smoothly and any unexpected circumstances are minimized. We have carefully reviewed the project documents and reviewed the overall site and we feel that the contracted time frame to complete the project is attainable. We have included (attached) our proposed construction schedule using the start date provided in the RFP of March 20th along with a site phasing work plan for your review.



Stellar Development has put together a specific work plan for this project to ensure the park is open in time for the July 4th festivities. The first course of business in planning the project will be to schedule a preconstruction meeting with the design team and all pertinent City staff including Public Works and the Building Department. In this meeting all jobsite requirements will be discussed so that everyone is on the same page as to what is expected and required.



On ALL Stellar projects, our top priority is to provide a safe working environment for both the construction workers and the public. After the preconstruction meeting we will take the City's input in conjunction with our own plan and implement the security measures including temporary fencing to separate the work zone from the public. Additional information concerning safety is discussed later in this section.

Once the site is safe to begin construction the demo phase of the project will begin. The work plan shall progress per the scheduled provided as expeditiously as possible with as little impact to the 10th Avenue traffic as possible allowing for short term temporary closings as required for asphalt and/or paver work as needed.

On a project such as this we recommend the project team meet once a week to insure any issues are dealt with and addressed in a timely manner. In addition to the project team coordination meetings, our superintendent will also hold regularly scheduled weekly meetings with the subcontractors to keep everyone on task and to head off any issues.

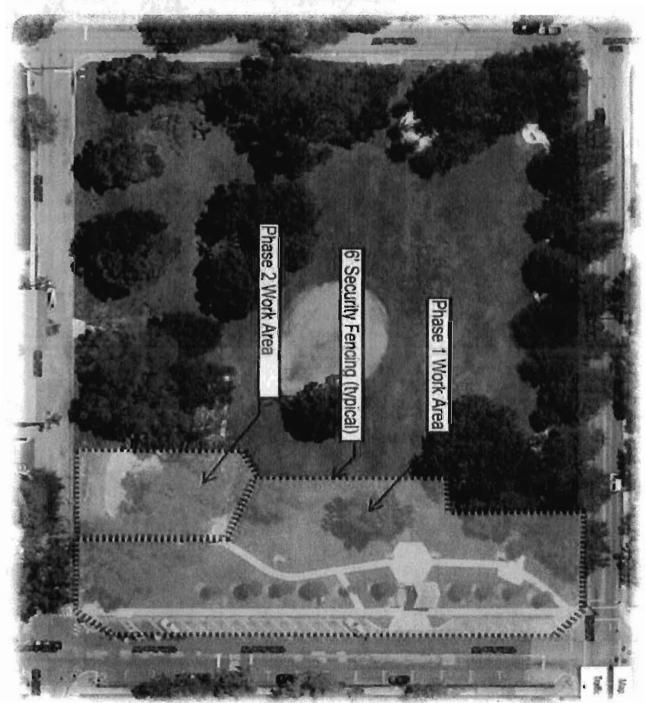
Our strong relationship with the design team at Moore2Design and Allison-Gause Engineers on past projects is an asset that few companies can match. This experience and success are indicative of a synergy of company work ethic and cooperation that is imperative to a project such as this, where the schedule is so critical and strong communication is a must. Stellar Development is dedicated and 100% committed to making this project a success for the City of Palmetto with thorough planning and aggressive prosecution of the work plan.



## **Construction Approach & Process**

## Work Plan

Stellar Development's work plan includes leaving the park area open for the public use as long as possible without impacting the schedule and the 4th of July festivities. We feel it is important to begin the parking area work early rather than including it in Phase 2 as was indicated on the architectural plans. Issues regarding how the project is phased are however open for discussion and schedule vs. public access and City needs will be weighed and determined by the project TEAM in the best interest of all parties involved and as best suited for the overall project.



Phasing Plan



### Scheduling

#### **Overall Project Schedule**

Stellar development uses Suretrak CPM (Critical Path Method) scheduling software to construct and manage the overall project schedule. This robust software allows us to schedule and track progress of the design and construction schedule to accurately forecast and manage project manpower needs. It allows us to anticipate potential concerns and take a proactive direction in resolving them. Any late material delivery or early completion of a task is recorded in the scheduling software to provide a timely output of its effect on the overall schedule so any issues can be dealt with quickly and confidently.



The current schedule will be shared with the Owner and Design Team at each progress meeting to keep everyone aware and up-to-date as to the current progress and expected completion date. In addition, the entire team will be notified of any upcoming important milestone events that need special consideration. We understand that the July 4<sup>th</sup> festivities in Sutton Park are imperative and are dedicated to that endeavor. Coordinating the daily tasks at the jobsite and the uninterrupted and seamless operation is a top priority for Stellar Development.

Our preliminary construction schedule is included on the following pages for your review detailing the sequencing of events and activity durations for all elements of the project.

#### Two Week Look-Ahead Schedules

In addition to the overall project schedule managed by the project manager, the superintendent will prepare and update a two week look-ahead schedule each week. While the overall schedule is a global view of the project, the two week schedule is a micro-view of the project. This schedule will go into more detail and pinpoint exact days when all critical activities are scheduled during that two week period. This schedule will be shared with the subcontractors at the weekly subcontractor coordination meeting and we expect every sub on the job to adhere to it.

The schedule for this project aims to have the Sutton Park up and operating by July 4th. Once construction has begun, Stellar Development will expedite the project schedule every step of the way through strong management of the subcontractors, communication with the design team, and timely reviews of the project with the Owner to avoid any changes that would require rework.



				2012
Description	Dur	Start	Finis	APR MAY JUN
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BUILDING PERMIT	8	20MAR12	29MAR12	BUILDING PERMIT
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NOTICE TO PROCEED	0	30MAR12		◆ NOTICE TO PROCEED
PRECONSTRUCTION MEETING	0	30MAR12		◆ PRECONSTRUCTION MEETING
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PAVERS	15	23APR12	11MAY12	PAVERS
STONE CAPS	25	02MAY12	05JUN12	STONE CAPS
LIGHTING FIXTURES	25	02MAY12	05JUN12	LIGHTING FIXTURES
ALUMINUM GATES/RAILING	25	04MAY12 *	07JUN12	ALUMINUM GATES/RAILING
FLAGPOLES	15	23MAY12	12JUN12	FLAGPOLES
DEMOLITION				
FINISHES				
DEMO/CAP/SAFE ALL UTILITIES	5	30MAR12	05APR12	■■ DEMO/CAP/SAFE ALL UTILITIES
DEMO EXIST/REMOVE - PHASE 1	8	06APR12	10APR12	■■ DEMO EXIST/REMOVE - PHASE 1
DEMO LANDSCAPE & HARDSCAPE	က	06APR12	10APR12	■ DEMO LANDSCAPE & HARDSCAPE
DEMO EXIST STRUCTURE - PHASE 2	n	10MAY12	14MAY12	DEMO EXIST STRUCTURE - PHASE 2
NEW CONSTRUCTION				
STRUCTURE				
ROUGH GRADE SITE	2	11APR12	12APR12	■ ROUGH GRADE SITE
LAYOUT FOUNDATIONS	~	13APR12	13APR12	■LAYOUT FOUNDATIONS
FRP FOUNDATIONS WALLS & SIGNS	4	16APR12	19APR12	FRP FOUNDATIONS WALLS & SIGNS
INSTALL RETAINING WALLS/LIGHT PIERS	8	19APR12	30APR12	INSTALL RETAINING WALLS/LIGHT PIERS
ROUGH-IN CONDUITS & PLUMBING AT PIERS	3	23APR12	27APR12	ROUGH-IN CONDUITS & PLUMBING AT PIERS
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ber vera S			SUTTON PAR Propos Stella	SUTTON PARK RENOVATION PHASE 1 Proposed Project Schedule Stellar Development, Inc



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INSTALL ALUMINUM RAILING/GATES	30 8	08JUN12	12JUN12		- · · ·	INSTALL ALUMINUM RAILING
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INSTALL SIGNAGE AND MEDALLIONS	1 13	13JUN12	13JUN12	·		■INSTALL SIGNAGE AND MET
ERECT FLAGPOLES	1, 13	13JUN12	13JUN12	-		■ERECT FLAGPOLES
HARDSCAPELAUDSCAPE					-	
EASE FOR PAVERS	12 10	10MAY12	25MAY12			BASE FOR PAVERS
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INSTALL STONE VENEER	10 28	28MAY12	08JUN12	-		INSTALL STONE VENEER
INSTALL STONE CAPS	4 06	06JUN12	11JUN12			INSTALL STONE CAPS
LANDSCAPE IRRIGATION	5 07	07JUN12	13JUN12			LANDSCAPE IRRIGATION
NEW LANDSCAPING/SOD	9 07	07JUN12	14JUN12			NEW LANDSCAPING/SOD
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CLEAN & SWEEP	2 15	15JUN12	18JUN12			■ CLEAN & SWEEP
PUNCHLIST	5 19	19JUN12	25JUN12			
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Start date 20MAR12 Finish date 25JUN12 Data date 20MAR12 Run date 27FEB12 Page number 2A © Primavera Systems, Inc.			SUTTON PAR Proposi Stellai	SUTTON PARK RENOVATION PHASE 1 Proposed Project Schedule Stellar Development, Inc	-	TO THE PERSON OF



## Construction Approach & Process

### Safety



Once on the jobsite Stellar Development makes it their top priority to provide a safe working environment. On a project such as this it means not only keeping the workforce safe but equally important is the safety of the public. All of Stellar Development's projects are operated in strict compliance with the currently effective and applicable OSHA standards: 29 CFR, Parts 1926, 1910, and the General Duty Clause which addresses recognized hazards. Stellar recognizes OSHA standards as basic minimum requirements; therefore, some of our work rules are more stringent than those

set forth by OSHA. A sample of our safety rules can be provided upon request.

Our commitment to safety is a core value of the company. Our number one commitment is to make sure everyone that steps on one of our jobsites goes home safely to their families. One of the most important aspects of jobsite safety is cleanliness. A clean site is a safe site. When a worker steps on a site that is clean they automatically treat that site with more respect and make it their own.

The following is included in every subcontract:

#### SAFETY - EVERYONE'S RESPONSIBILITY

ALL of Stellar's projects will be operated in strict compliance with the currently effective and applicable OSHA STAND-ARDS, 29 CFR PARTS 1936, 1910 AND THE General Duty Clause which addresses recognized hazards in conjunction with the Stellar work and safety rules. In the event of conflict, the more stringent rule/standard will apply.

- Clothing requirements are (a) shirts with sleeves, (b) work pants (no shorts), and (c) work shoes or boots.
- Hardhats are required to be wom on all projects, at all times.
- Use of protective devises, i.e. eye and face protection, respirators, gloves, personal fall arrest systems, hearing protection and respiratory protection.
- No alcohol or drug use is allowed at any time immediately before or during work hours.
- The Jobsite is to be kept clean and all debris is to be placed in the location designated by jobsite superintendent on a daily basis. Work areas will be cleaned up on an on-going basis.
- Safety is everyone's responsibility, report violations to your supervisor or the Stellar Project Superintendent.
- Report all injuries to the Superintendent.
- Provide to Stellar copies of Material Safety Data Sheets (MSDS) on all hazardous materials in the workplace that are being used or provided by your firm.
- The more stringent safety rules between Stellar and OSHA must be followed.

All of Stellar Work and Safety Rules are hereto made part of this subcontract agreement in addition to the OSHA standards. Subcontractor acknowledges this fact by initialing in the designated area below.

Violations of Nos. 1 and 2 above will result in NO warning before the individual is removed from the project until correction has been effected. Failure to comply with and Safety Regulation will result in a written warning. If the violation is not corrected, the individual or company will be removed from the project. Any loss of revenue to Stellar due to this situation will be borne by the violation company.



## **Construction Approach & Process**

### **Quality Control**



Stellar Development is dedicated to fulfilling the City of Palmetto's needs of a high quality product. Quality is defined as a degree of excellence and we take the quality of the end product as a reflection of our firm's excellence and dedication and commitment to our clients. Stellar has stringent policies in place to ensure that ALL work is completed with the utmost quality including the following:

- Redi-Check We perform a complete and thorough coordination review of the drawings to eliminate unexpected issues and unacceptable delays in the schedule.
- First Work We require that all subcontractors complete a portion of their work scope so that we may inspect

the quality prior to that contractor performing the same scope throughout the project. We take a proactive approach to ensure the quality of the final product.

- Mock-ups --- we provide mockups where applicable for Owner and Architect approval.
- Thorough and complete Submittals required of all subcontractors. Stellar then provides a complete review prior to sending to the architect to expedite the process.
- Once the material is approved and delivered, our jobsite superintendent confirms all material used on the jobsite are as approved during the submittal process.
- As-Built drawings are maintained in the jobsite office and updated monthly as part of the subcontractor progress payment requirement.
- Cover up walk through Prior to covering up any areas we will walk through with the Architect, Engineer, and Owner's Personnel to make sure that nothing additional is required prior to completion of said work. This allows the Owner to include any last minute changes, so that it won't affect the finished product. This is not only another form of quality control but also a way to avoid added costs to a project for changes required late in the process.
- Finishes walk through Provide review of first finish work, review of mock up and/or samples with the Architect, Engineer and Owner.
- At conclusion of every project, each pertinent subcontractor is required to provide training on any special equipment as well as provide full warranty, operation and maintenance manuals.



### PROPOSERS CERTIFICATION

STATE OF Florida	
COUNTY OF Manatee	
• • •	equipment, and/or services to the City of Palmetto (the "CITY")
ALL per Sutton Park Contract Docu	ments
HEREBY CERTIFIES THAT:	
	pecifications or request for proposal and understands the terms and
conditions thereof and they are incorporated by	y reference in the bid or proposal for said goods or services, and
have verified measurements, if applicable.	
<ol><li>The bid or proposal is Contractor and binding a</li></ol>	nd 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 and the CITY.	ne bid, the proposal, or as negotiated between the Bidder/Proposer
3. The bid or proposal is made by a person authori	zed to bind the Bidder/Proposer.
4. The bid or proposal is made without unla	wful collusion between another Bidder/Proposer or potential
Bidder/Proposer, or with any officer or employe	e of the CITY.
5. The bid or proposal is in full compliance with the	ne Copeland Anti-kickback statute.
<ol> <li>The bidder does not discriminate on the basis status in employment or in the provision of serv</li> </ol>	of race, color, nallocal origin, sex, religion, age, or handicapped ices  Print Name: Maurice Opstal, President
STATE OF Florida	Fill Name. Madi 100 Obstair, President
COUNTY OF Manatee	
The foregoing instrument was acknowledged before Maurice Opstal, as Proposed to the company, on behalf of the company, on the company of the	cesident:(title) ofStellar
X who is personally known to me,	-
who producedbefore me that he executed the same freely and voluntarily	as identification, who did take an oath, and who acknowledged for the purposes therein expressed.
(Notary Seal)	Signature Roberta R Upshaw
MULLION DOCCATA D LIBOUANA	Print Name NOTARY PUBLIC-STATE OF <u>Florida</u>
ROBERTA R UPSHAW  Notary Public - State of Florida	
My Comm. Expires Feb 2, 2013 Commission # DD 857382	My Commission Expires: February 2, 2013
Bonded Through National Notary Asen.	Commission No. DD 857382

### NO LOBBYING AFFIDAVIT

STATE OF <u>Florida</u>	
COUNTY OF <u>Manatee</u>	
This, 28th, of February , 2012	Maurice Opstal(Print Name)
2	says that he or she is the authorized representative of
(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 an	y of its agents agrees to abide by the City of Palmetto's no lobbying
restrictions in regards to this solicitation.	Affiant
The foregoing instrument was acknowledged befor	e me this 28th day of February , 2012, by Maurice
Opstal (name o	of person, officer, or agent, title of officer or agent), of Stellar
Development(name of	corporation or partnership, a Florida Corporation (state of
incorporation or partnership, if applicable).	
ren	
who is personally known to me,	
•	as identification, who did take an oath, and who acknowledged
before me that he executed the same freely and vol	untarily for the purposes therein expressed.
(Notary Seal)	Signature Signature
	Roberta R Upshaw
ROBERTA A UPSHAW Nolary Public - State of Florida	Print Name
My Comm. Expires Feb 2, 2013	NOTARY PUBLIC-STATE OF Florida
Commission # DD 857382 Bonded Through National Notary Assn.	My Commission Expires: February 2, 2013
	Commission No. DD. 857382

## 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.

• • • • • • • • • • • • • • • • • • • •
Maurice Opstal, President (Print individual's name and title)
For: Stellar Development, Inc. (Print name of entity submitting sworn statement)
Whose business address is: 9021 Town Center Parkway; Bradenton, FL 34202
And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-1032975
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

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

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state oar 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 apples 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 management of an entity.

submitting this sworn statement (indicate which	ement, which I have marked below, is true in relation to the entity is statement applies).
shareholders, employees, members, or agen	worn statement, nor any of its officers, directors, executives, partners, its who are active in the management of the entity, nor any affiliate of sted of a public entity crime subsequent to July 1, 1989.
partners, shareholders, employees, membe affiliate of the entity has been charged with However, there has been a subsequent pro Administrative Hearings and the Final Or	a statement, or one (1) or more of its officers, directors, executives, ars, or agents who are active in the management of the entity, or an the and convicted of a public entity crime subsequent to July 1, 1989. Indeeding before a Hearing Officer of the State of Florida, Division of der entered by the Hearing Officer determined that it was not in the gethis sworn statement on the convicted vendor list. (Attach a copy of
ENTITY IDENTIFIED IN PARAGRAPH 1 ABOUNDERSTAND THAT I AM REQUIRED TO I CONTRACT IN EXCESS OF THE THRESH	THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC OVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO NFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A GOLD AMONT PROVIDED IN SECTION 287.017, FLORIDA HANGE IN THE INFORMATION CONTAINED IN THIS FORM.  Signature
	before me this 28th day of February , 2012, by
	ident of Stellar Development, Inc
, on behalf of <u>Stellar Developmen</u>	
	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)	Signature Signature
	Roberta R Upshaw Print Name
ROBERTA R UPSHAW	NOTARY PUBLIC-STATE OF Florida
Notary Public - State of Florida My Comm. Expires Feb 2, 2013	My Commission Expires: February 2, 2013
Commission # DD 857382 Bonded Through National Notary Assn.	Commission No. DD 857382

#### 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 OFFICAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Palmetto (the "CITY"), by:
Maurice Opstal, President
(Print individuals name and title)
For: Stellar Development, Inc.
(Print name of entity submitting sworn statement)
Whose business is: Stellar Development, Inc.
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1032975 . (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.
- 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 I 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. 508.

(Signature)

STATE OF	Florida	
COLINTY	)F Manatee	

Bonded Through National Holary Assn.

COUNTY OF Manatee	
The foregoing instrument was acknowledged	before me this 28th day of February , 2012, by Maurice
Opstal as President	of <u>Stellar Development</u> , Inc.
, on behalf of <u>Stellar Developmen</u>	t, Inc.
	who produced as identification, who that he executed the same freely and voluntarily for the purposes therein signature
ROBERTA R UPSHAW  Notary Public - State of Florida  My Comm. Expires Feb 2, 2013  Commission # DD 857382	Roberta R Upshaw Print Name NOTARY PUBLIC-STATE OF FLORIDA My Commission Expires: February 2, 2013

Commission No. DD 857382

### QUESTIONNAIRE SHEET

Submi	tted by: Stellar Development, Inc. (printed name of Company)
The un	dersigned guarantees the truth and accuracy of all statements and answers herein contained.
1.	How many years has your organization been in business as a contractor?  10 years
2.	What is the last project of this nature that you have completed? (Please provide a contact name and telephone number)  Avion Park - 18 acre business park, parking garage, 4 restaurant out parcels, 3 hotels, retail shops, and monuments  Erik Rowen, McKibbon Group, (770)534-3381 x214
3.	Have you ever failed to complete work awarded to you? If so, where and why?
	No
4.	The following are named as three cities or counties for which you have performed work and to which you refer (Please provide a contact name and telephone number for each):
	1. Highlands County - Ramon Gavarrette, (863)402-6877
	2. Sarasota County - Contact no longer there
	3. City of Sarasota - Contact no longer there
5.	Have you personally inspected the proposed work and have you a complete plan for its performance?  Yes
6.	Will you sublet any part of this work? If so, give details:  Yes, we are Construction Managers, whereas all work shall be
	subcontracted. It is our intent to use all local contractors.
7.	What equipment do you own that is available for the work?  N/A
8.	What equipment will you purchase for the proposed work? Only that which is shown in the Project Documents.

9. What equipment will you rent for the proportion None - each subcontracted tra	
and liabilities and use insert sheet if necessa	Financial Statement of the undersigned. (list assets ary.)  or's Qualifications Statement.
11. List the type(s) of Contractor Licenses that  Certified General Contractor	• •
	Proposer
STATE OF: Florida COUNTY	OF: Manatee
PERSONALLY APPEARED BEFORE ME, the un	idersigned authority, Maurice Opstal,
President, who, after first be	ing duly swom by me, affixed his/her
Signature in the space provided above on this the 2	8thday of February , 2012.
(Notary Seal)	Signature Roberta R Upshaw Print Name
ROBERTA R UPSHAW	NOTARY PUBLIC-STATE OF FLORIDA
Notary Public - State of Florida My Comm. Expires Feb 2, 2013 Commission # DD 857382	My Commission Expires: February 2, 2013
Bonded Through National Notary Assn.	Commission No. DD 857382

### LIST OF PROPOSED SUBCONTRACTORS

Contractor shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION	NAME AND ADDRESS	
OF WORK/LICENSE #	OF SUBCONTRACTOR	
Demolition	Forristall Enterprises, Inc.	
	3404 17th Street East	
	Palmetto, FL 34221	
<u>Sitework</u>	Dana Site Development & Paving,	Inc.
	3408 17th Street East	
	Palmetto, FL 34221	
Pavers	Timo Brothers, Inc.	
	8881 Terrence Court: Suite 101	
•	Bonita Springs, FL 34135	
Landscape/	Manatee Landscape & Irrigation,	Inc.
Irrigation	5311 36th Avenue East	
	Palmetto, FL 34221	
Concrete / Masonry	Williams Construction Co.	
	8191A Blaikie Court	
	Sarasota, FL 34240	

If, prior to Notice of the Award, the City or the Contractor has reasonable objection to and refuses to accept any Contractor, Supplier, person or organization listed, the Contractor may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

### LIST OF PROPOSED SUBCONTRACTORS

Contractor shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

NAME AND ADDRESS

CLASSIFICATION	NAME AND ADDRESS
OF WORK/LICENSE #	OF SUBCONTRACTOR
Cultured Stone	Florida Stoneworks
	19227 Wind Dancer Street
	Lutz, FL 33558
Aluminum Railing/	<u>Global Boundaries</u>
Medallions	1234 Commerce Boulevard
	Sarasota, FL 34243
Doors/ Hardware	Hollow Metal Specialists
	740 Apex Road
	Sarasota, FL 34240
Stucco	CCS of Sarasota, Inc.
	11049 Gatewood Drive
	Bradenton, FL 34211
Paint	Mailloux & Sons, Inc.
	1500 15th Avenue Drive East #103
	Palmetto, FL 34221

CLASSIFICATION

If, prior to Notice of the Award, the City or the Contractor has reasonable objection to and refuses to accept any Contractor, Supplier, person or organization listed, the Contractor may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

### LIST OF PROPOSED SUBCONTRACTORS

Contractor shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION	NAME AND ADDRESS
OF WORK/LICENSE #	OF SUBCONTRACTOR
<u>Flagpoles</u>	R.D. Gordon Flaqpole Services  5604 Fulmar Drive
	Tampa, FL 33625
Plumbing CF-C057648	Aqua Services. Inc. 8283 Vico Court
	Sarasota, FL 34240
Electrical EC000 <del>1424</del> 248	Sarasota, Fl. 34243 - PALISTO FL 34221
	Sarasota, Pl. 34243 - PALMENTO FL 34221

If, prior to Notice of the Award, the City or the Contractor has reasonable objection to and refuses to accept any Contractor, Supplier, person or organization listed, the Contractor may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

To The City of Palmetto,
We <u>Stellar Development</u> , <u>Inc.</u> , hereby acknowledge and (Prime Contractor Company)
agree that we, as the Prime Contractor for the City of Palmetto, Sutton Park Renovations Project,
as specified, have the sole responsibility for compliance with all the requirements of the Federal
Occupational Safety and health Act of 1970, and all State and local safety and health regulations,
and agree to indemnify and hold harmless the City of Palmetto, against any and all liability,
claims, damages losses and expenses they may incur due to the failure of:
Forristall Enterprises, Inc to comply with such act or regulation.
(Subcontractor's Name)
Maurice Opstal, President of Stellar Development, Inc. (Contractor's Name) (Signature)
February 28, 2012
(Date)

To The City of Palmetto,
We <u>Stellar Development</u> , <u>Inc.</u> , hereby acknowledge and (Prime Contractor Company)
agree that we, as the Prime Contractor for the City of Palmetto, Sutton Park Renovations Project as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and health Act of 1970, and all State and local safety and health regulations and agree to indemnify and hold harmless the City of Palmetto, against any and all liability claims, damages losses and expenses they may incur due to the failure of:
Dana Site Development & Paving, Inc. to comply with such act or regulation.
(Subcontractor's Name)
Maurice Opstal President of Stellar Development, Inc. (Contractor's Name) (Signature) February 28, 2012 (Date)

To The City of Palmetto,	
We <u>Stellar Development, Inc.</u> (Prime Contractor Company)	, hereby acknowledge and
agree that we, as the Prime Contractor for the City of Pass specified, have the sole responsibility for compliance Occupational Safety and health Act of 1970, and all Standagree to indemnify and hold harmless the City oclaims, damages losses and expenses they may incur du	e with all the requirements of the Federa te and local safety and health regulations f Palmetto, against any and all liability
Timo Brothers, Inc.	_ to comply with such act or regulation.
(Subcontractor's Name)	
Maurice Opstal, President of Stellar (Confractor's Name) (Signature) February 28, 2012 (Date)	<u>D</u> evelopment, Inc.

Maurice Opstal President of Stellar Development, Inc. (Contractor's Name) (Signature) February 28, 2012	To The City of Palmetto,	
as specified, have the sole responsibility for compliance with all the requirements of the Feder Occupational Safety and health Act of 1970, and all State and local safety and health regulation and agree to indemnify and hold harmless the City of Palmetto, against any and all liability claims, damages losses and expenses they may incur due to the failure of:  Manatee Landscape & Irrigation, Inc. to comply with such act or regulation (Subcontractor's Name)  Maurice Opstal President of Stellar Development, Inc. (Contractor's Name)  (Signature)  February 28, 2012		nereby acknowledge and
Occupational Safety and health Act of 1970, and all State and local safety and health regulation and agree to indemnify and hold harmless the City of Palmetto, against any and all liability claims, damages losses and expenses they may incur due to the failure of:  Manatee Landscape & Irrigation, Inc. to comply with such act or regulation (Subcontractor's Name)  Maurice Opstal President of Stellar Development, Inc. (Contractor's Name)  (Signature)  February 28, 2012		
and agree to indemnify and hold harmless the City of Palmetto, against any and all liability claims, damages losses and expenses they may incur due to the failure of:  Manatee Landscape & Irrigation, Inc. to comply with such act or regulation (Subcontractor's Name)  Maurice Opstal President of Stellar Development, Inc.  (Contractor's Name)  (Signature)  February 28, 2012	as specified, have the sole responsibility for compliance with all the rec	uirements of the Federa
Manatee Landscape & Irrigation, Inc. to comply with such act or regulation (Subcontractor's Name)  Maurice Opstal President of Stellar Development, Inc. (Contractor's Name)  (Signature)  February 28, 2012	Occupational Safety and health Act of 1970, and all State and local safe	ty and health regulations
Manatee Landscape & Irrigation, Inc. to comply with such act or regulation (Subcontractor's Name)  Maurice Opstal President of Stellar Development, Inc. (Contractor's Name)  (Signature)  February 28, 2012	and agree to indemnify and hold harmless the City of Palmetto, again	nst any and all liability
(Subcontractor's Name)  Maurice Opstal President of Stellar Development, Inc.  (Contractor's Name)  (Signature)  February 28, 2012	claims, damages losses and expenses they may incur due to the failure of	f:
Maurice Opstal President of Stellar Development, Inc. (Contractor's Name) (Signature) February 28, 2012 (Date)	Manatee Landscape & Irrigation, Inc. to comply with (Subcontractor's Name)	h such act or regulation.
February 28, 2012	Maurice Opstal President of Stellar Development	, Inc.
	(Signature)	
(Date)	February 28, 2012	
	(Date)	

To The City of Palmetto,
We <u>Stellar Development</u> , <u>Inc.</u> , hereby acknowledge and (Prime Contractor Company)
agree that we, as the Prime Contractor for the City of Palmetto, Sutton Park Renovations Project
as specified, have the sole responsibility for compliance with all the requirements of the Federa
Occupational Safety and health Act of 1970, and all State and local safety and health regulations
and agree to indemnify and hold harmless the City of Palmetto, against any and all liability
claims, damages losses and expenses they may incur due to the failure of:
Williams Construction Co. to comply with such act or regulation.
(Subcontractor's Name)
Maurice Opstal, President of Stellar Development, Inc. (Contractor's Name)
(Signature)
February 28, 2012
(Date)

To The City of Palmetto,	
We <u>Stellar Development</u> , <u>Inc</u> .  (Prime Contractor Company)	hereby acknowledge and
agree that we, as the Prime Contractor for the City of Pass specified, have the sole responsibility for compliance Occupational Safety and health Act of 1970, and all Standagree to indemnify and hold harmless the City oclaims, damages losses and expenses they may incur during the contractor for the City of Pass as specified, have the sole responsibility for compliance Occupational Safety and health Act of 1970, and all Standard agree to indemnify and hold harmless the City of Pass as specified, have the sole responsibility for compliance Occupational Safety and health Act of 1970, and all Standard agree to indemnify and hold harmless the City of Claims, damages losses and expenses they may incur during the compliance of the City of Pass as specified, have the sole responsibility for compliance of the City of Pass as specified, have the sole responsibility for compliance of the City	e with all the requirements of the Federa te and local safety and health regulations f Palmetto, against any and all liability
Florida Stoneworks (Subconfractor's Name)	_ to comply with such act or regulation.
Maurice Opstal, President of Stellar (Contractor's Name) (Signature) February 28, 2012 (Date)	Development, Inc.

To The City of Palmetto,	•
We <u>Stellar Development, Inc.</u> (Prime Contractor Company)	, hereby acknowledge and
agree that we, as the Prime Contractor for the City of I as specified, have the sole responsibility for compliance	ce with all the requirements of the Federa
Occupational Safety and health Act of 1970, and all St	ate and local safety and health regulations
and agree to indemnify and hold harmless the City	of Palmetto, against any and all liability
claims, damages losses and expenses they may incur di	ue to the failure of:
Global Boundaries	to comply with such act or regulation.
(Subcontractor's Name)	
Maurice Opstal, President of Stellar (Contractor's Name)	Development, Inc.
	_
(Signature)	
February 28, 2012	
(Date)	

To The City of Palmetto,
We <u>Stellar Development</u> , Inc. , hereby acknowledge and (Prime Contractor Company)
agree that we, as the Prime Contractor for the City of Palmetto, Sutton Park Renovations Project as specified, have the sole responsibility for compliance with all the requirements of the Federa Occupational Safety and health Act of 1970, and all State and local safety and health regulations and agree to indemnify and hold harmless the City of Palmetto, against any and all liability claims, damages losses and expenses they may incur due to the failure of:
Hollow Metal Specialists to comply with such act or regulation.  (Subcontractor's Name)
Maurice Opstal, President of Stellar Development, Inc. (Contractor's Name) (Signature)  February 28, 2012
(Date)

To The City of Palmetto,
We <u>Stellar Development</u> . Inc. , hereby acknowledge and (Prime Contractor Company)
agree that we, as the Prime Contractor for the City of Palmetto, Sutton Park Renovations Project as specified, have the sole responsibility for compliance with all the requirements of the Federa Occupational Safety and health Act of 1970, and all State and local safety and health regulations and agree to indemnify and hold harmless the City of Palmetto, against any and all liability
claims, damages losses and expenses they may incur due to the failure of:
CCS of Sarasota, Inc. to comply with such act or regulation. (Subcontractor's Name)
Maurice Opstal, President of Stellar Development, Inc. (Contractor's Name) (Signature)
February 28, 2012 (Date)

To The City of Palmetto,
We <u>Stellar Development</u> , <u>Inc.</u> , hereby acknowledge and (Prime Contractor Company)
agree that we, as the Prime Contractor for the City of Palmetto, Sutton Park Renovations Project as specified, have the sole responsibility for compliance with all the requirements of the Federa
Occupational Safety and health Act of 1970, and all State and local safety and health regulations
and agree to indemnify and hold harmless the City of Palmetto, against any and all liability
claims, damages losses and expenses they may incur due to the failure of:
R.D. Gordon Flagpole Services to comply with such act or regulation. (Subcontractor's Name)
Maurice Opstal, President of Stellar Development, Inc.
(Contractor's Name)
(Signature)
February 28, 2012
(Date)

To The City of Palmetto,	
We <u>Stellar Development</u> , <u>Inc</u> .  (Prime Contractor Company)	, hereby acknowledge and
agree that we, as the Prime Contractor for the City of Palas specified, have the sole responsibility for compliance Occupational Safety and health Act of 1970, and all State and agree to indemnify and hold harmless the City of claims, damages losses and expenses they may incur due	with all the requirements of the Federa e and local safety and health regulations Palmetto, against any and all liability
Aqua Services, Inc. (Subcontractor's Name)	to comply with such act or regulation.
Maurice Opstal, President of Stellar D (Contractor's Name) (Signature) February 28, 2012 (Date)	Development, Inc.

To The City of Palmetto,	
We <u>Stellar Development</u> , <u>Inc</u> . (Prime Contractor Company)	, hereby acknowledge and
agree that we, as the Prime Contractor for the City of Pa as specified, have the sole responsibility for compliance Occupational Safety and health Act of 1970, and all State	with all the requirements of the Federa
and agree to indemnify and hold harmless the City of	f Palmetto, against any and all liability
claims, damages losses and expenses they may incur due	e to the failure of:
Subcontractor's Name)	_ to comply with such act or regulation.
Maurice Opstal, President of Stellar I (Contractor's Name)	Qevelopment, Inc.
(Signature)	_
February 28, 2012	_
(Date)	

### CITY OF PALMETTO REQUEST FOR PROPOSAL SUTTON PARK RENOVATIONS

### **CHECKLIST**

Company Name: Stellar Development, Inc.
This check list is provided to assist Proposers in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their bid response fully compliant. This check list is only a guideline; it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.
Package has been addressed to: City of Palmetto Atm: Nixa Haisley 516 8 <sup>th</sup> Avenue W Palmetto, FL 34221  Package is sealed and identified with: Bid Title "Sutton Park Renovations RFP" Bid Opening Date and Time – February 28, 2012 - 2:00pm  One (1) Original, six (6) copies are included as required Bid Form Proposer's Certification Form No Lobby Affidavit Form Public Entity Crimes Form Drug Free Workplace Certification Form Contractor's Questionnaire List of Proposed Subcontractors OSHA Acknowledgment Form Checklist Form Signed & Sealed
This RFP is submitted and signed by the individual duly authorized to enter into agreement. It certify that this RFP is made without prior understanding, agreement or connection with any corporation, firm or person submitting bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I have read and agree to abide by all requirements, specifications, terms and conditions of this RFP.  Witnesses:  Print Name  Signature

### **Local Subcontractors**

Stellar Development targeted local Palmetto and Manatee County subcontractors during the solicitation for bids for this project. We have given preference to the local subcontractor base whenever possible, however; all bids used to set our budget for this project were considered and at times the local subcontractors were not the lowest. Stellar Development is fully committed to the policies of the City of Palmetto in regards to the local subcontractor preference and will work to negotiate contracts where possible without impacting the overall project budget. Additional information concerning the subcontractors used for this proposal can be found in the Proposal Compliance section with the other bid forms.

A-1 Lawn Service Inc.

AAA Architectural Elements & Coatings

Ajax Paving Industires of Florida LLC

Amerson Landscape, Inc.

Booth Electric Inc.

Casique LLC

**Cheaves Masonry Construction** 

Coast Outdoor Service

Dana Site Development

Dankbea

Florida Concrete & Masonry, Inc.

Forristall Enterprises Inc.

Goodson Electric, Inc. - USED 1- BIP

H & H Structures Inc

Jade Mailloux & Sons Inc.

Magee Sign Services, Inc.

Manatee Landscape & Irrigation, Inc.

Mike Armstrong Landscaping Co

P.J. Goldman

Palmetto Asphalt & Demolition, Inc.

Palmetto Plumbing Inc.

Precise Construction Services

Select Service Landscapes

Signs 4 R Times

TLC Diversified, Inc.

TSI Inc



## Proposed Cost

### **Bid Forms**

Stellar Development's bid for this project is \$655,199 (Six hundred fifty five thousand one GEVEN HUNDARD ninety nine).

In an effort to provide the City of Palmetto the most cost effective budget we have used the lowest qualified bids for each scope of work. Where bids were determined to be of equal value we have given local subcontractors preference. The bid forms with additional information can be found on the following pages.

At the end of this section we have included the clarifications to our bid.

Thank you for providing Stellar Development with the opportunity to provide our qualifications and bid on this project.

We look forward to working with you!

Sincerely,

Maurice Opsial President



#### City of Palmetto, Florida Sutton Park Renovation

#### **BID FORM**

#### February 24, 2012 Revised per Addenda No. 2

#### 1. SCOPE

The awarded firm will be responsible for providing construction services for the project, fulfilling all requirements as agreed upon and contracted with the City of Palmetto. The project will consist of the following:

The renovation of approximately 45,000 S.F. of existing park on the west side of 10<sup>th</sup> Avenue W, between 6<sup>th</sup> and 7<sup>th</sup> Street as per the contract documents dated 01.20.12. The work includes, but is not limited to, demolition, concrete, masonry, site utilities (including plumbing and electrical) grading and paving, decorative fencing and landscaping and irrigation. The pavillon structure is not part of this scope of work.

#### PROPOSAL

The undersigned, having inspected the project site for Sutton Park in Palmetto, FL, and familiarized himself with all conditions likely to be encountered affecting the cost and schedule of work and having examined all of the contracts and documents dated 01.20.12, hereby propose to furnish all labor, materials, tools, equipment, and services required to perform all of the work in strict accordance with the contract documents for a stipulated sum of stx hours! (Supplied the standard labor) and if this proposal is accepted will execute a formal contract with the City of Palmetto to this effect.

#### BREAKDÓWN OF BASE SUM

The following schedule of values in the base bid sum is submitted for the purpose of the owner's evaluation of proposals only and is not intended as a basis establishing prices for additions to or deletions from the contract sum. The amounts shown include all labor, materials, tools, equipment and services required to perform each of the stated items of work and include taxes, insurance, other general expenses, overhead and profit, performance and payment, and labor and material bond fees.

		Name of Sub-contractor	Prica
Division 2	Site Work	Dana Site Development	\$ 94,255.00
Division 3	Concrete	Williams Construction Co.	\$ 65,576.00
Division 4	Masonry	Williams Construction Co.	\$ 17,234.00
Division 5	Metals	Global Boundaries	\$ 20,748.00
Division 8	Doors	Hollow Metal Specialists	\$_2,410.00
Division 9	Finishes CCS of	Sarasota/Mailloux & Sons	\$ <u>825.00/\$1,1</u> 00.00
Division 10	Specialties R.D	. Gordon Flagpole Services	\$ 10,180.00
Division 15	Plumbing \( \square\)	Aqua Services, Inc.	\$ 13,716.00 \$
Division 16	Electrical	CHOSCHENS Electric, Inc.	\$ 92.806.00 113,500
Performance a	and Payment Bond co	st Liberty Mutual	\$ 8,707.00

Please note that the owner reserves the right to include or exclude, at their discretion, any and/or all subconsultant's proposed on this project.

#### 4. SCHEDULE

Time being of the essence, the undersigned will provide a schedule of performance listed below and will perform the work for the entire contract in conformance with that schedule.

- - - - - - - -

Α.	Begin demolition	Dale: <u>3/30/2012</u>
В.	Concrete foundations	Date: 4/12/2012
C.	Grading and paving	Date: <u>5/10/2012</u>
D.	Substantial completion	Date: <u>6/12/2012</u>
E.	Final completion	Date: <u>6/25/2012</u>

6. UNIT PRICES			\$	10.50	
	<ol> <li>A. Permeable Pavers Install</li> </ol>	led including base per S.F.	`-		_
	B. Non-permeable Pavers in	nstalled including base per S.F.	\$_	9.20	
	C. Ribbon curb per running	foot	¢	20 00	

D. Provide lump sum prices for each of the following fixture types,

including wiring and drivers and controllers, if required:

1.	A-1, 12 each	$$2,702.00$ _each = \$32,424.00 Total
2.	B-1, 4 each	\$2,581.00 each = \$10,324.00 Total
3.	C-1, 6 each	\$1,226_00_each = \$ 7,356.00 Total
4.	D-1, 10 each	\$ <u>1,540.00</u> each = \$15,400.00 Total
5.	E-1, 2 each	\$1,268.00 each = \$ 2,536.00 Total
6.	F-1, 4 each	\$ <u>1,110_00</u> _each = \$ 4,440.00 Total
7.	G-1, 2 each	\$ <u>8,936.00</u> each = \$17,872.00 Total

#### 7. **ALLOWANCES**

None required at this time.

#### 8. **ALTERNATES**

Alternate No. 1 - Provide permeable brick pavers in lieu of asphalt paving (base bid). Civil drawings C-6 and P-3	\$ 50,096.00
Alternate No. 2 ~ Provide non-permeable pavers in lieu of permeable pavers (base bid) throughout. See Civil drawings C-6 and P-3.	\$(22,291.00)
Alternate No. 3 – Provide brick veneer facing in lieu of stacked stone (base bld). See Sheet A-201.	\$ <u>6,850.00</u>
Alternate No. 4 – Provide 2-1/4 brick pavers for vehicular areas in lieu of 2-3/4.	\$ <u>(8,000.00)</u>

#### 9. ACKNOWLEDGEMENT OF ADDENDA

Addenda No. 1 Dated 2/16/2012 Addenda No. 2 Dated 2/24/2012

#### 10. **BID STATEMENT**

The bidder understands that they are invited to submit a bid for this project based on his representation to the owner of his familiarity and experience with this specific project type. The bid shall include all those Items of material, equipment, and construction necessary to build and complete the project whether shown on the construction documents or not.

#### 11. PROJECT RESPONSIBILITIES

- A. The awarded firm will be responsible for developing and maintaining a strong line of communication with the owner's representative, which includes but is not limited to: utilization of a project tracking system that displays both scheduled critical and actual events of the project; submission of progress reports on a monthly basis at the minimum; hold regular project meetings as required by the owner's representative for the purpose of discussing the current status, overall project schedule, delays, design changes, etc.
- B. The awarded firm will be responsible for the performance of the project, which includes but is not limited to: quality assurance of progress and craftsmanship; correction of delays; integrity of products use and the installation thereof.
- C. The awarded firm will be responsible for maintaining the proper level of qualified personnel and operational equipment necessary to carry out the responsibilities assumed within this bid request.
- D. Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted submittal.

#### RESERVED RIGHTS

The City of Palmetto reserves the right to accept or reject any and/or all bids, and holds the following other rights:

- A. The City of Palmetto reserves the right to be the sole judge of the bilds, whose decision shall be final; and
- B. No bld packages will be returned.

The contractor shall have an English-speaking, licensed supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

#### 13. SUBMITTAL FORM DELIVERY REQUIREMENTS

- A. TIMELY Any submittals received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their submittal delivered on time whether by hand delivery or U.S. Postal Service, Any submittal that is delivered late or is delayed shall not be considered.
- B. SEALED AND MARKED Proposers shall submit one (1) original signed, executed in blue ink and six (6) copies of submittals, in one sealed package, clearly marked on the outside "Sutton Park Renovation RFP".
- C. ADDRESS VIA HAND DELIVERY AND/OR U.S. POSTAL SERVICE The address for delivery, which ever form the proposer chooses is as follows:

City of Palmetto Purchasing Agent 516 8<sup>th</sup> Avenue W Palmetto, FL 34221

#### 14. SIGNATURE OF AUTHORIZATION

Name of Flrm:	Stellar Development, Inc.	
Signature:		
Printed Name:	Maurice Opatal, President	
Address:	9021 Town Center Parkway: Bradenton,	FL
Zíp Code:	34202	
Tax J.D.	65-1032975	
Phone:	(941) 907-9577	
Fax No:	(941) 907-9533	Se



#### Clarifications to Bid Proposal

- 1. Costs for unforeseen and/or hidden unexpected conditions are excluded.
- 2. Any unsuitable soil conditions are excluded.
- 3. All impact fees are excluded.
- 4. All costs for FPL or local power company work are excluded. We have included all costs for coordination and management of FPL required work.
- 5. All costs for Verizon, GTE, or local utility company work are excluded. We have included all costs for coordination and management of local utility work.
- 6. Relocation and installation of Veteran's Monuments are excluded. The foundations for these items are included as detailed on the structural drawings.
- 7. It is our experience that FPL will not bring power to the CT Cabinet as shown on Sheet E101. Typically FPL will run their power from a pole mounted transformer down to a hand hole at the bottom of the power pole and the contractor will be required to run service wire from the CT cabinet to the hand hole. FPL will make the final connection. We have bid this per the plans. If the contractor is required to run the wiring from the CT cabinet to the pole location (not indicated on plans) please add \$3,800. Distance to pole location assumed to be a maximum of 20 LF.
- 8. The following are not shown on the plans but should be considered:
  - a. One meter socket...Add \$310
  - b. Three surge protectors...Add \$508
- 9. It is our understanding per the Palmetto City Building Department website that the local government is exempt from permit fees. If permit fees are required please add \$4,500.
- 10. We have included payment and performance bond costs in the amount of \$8,707.
- 11. Medallions are included with laminated high resolution digitally printed images.

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