

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Award and enter into contract with C.W. Roberts Contracting, Inc. for ITB 140-0-2009/AT C-476W Resurfacing

REQUESTED ACTION: Award and enter into contract with C.W. Roberts Contracting, Inc.

Work Session (Report Only) **DATE OF MEETING:** 11/24/2009
 Regular Meeting Special Meeting

CONTRACT: N/A

Vendor/Entity: C.W. Roberts Contracting, Inc.

Effective Date: 11/24/2009
Managing Division / Dept:

Termination Date: 6/10/2010
Public Works

BUDGET IMPACT: \$994,947.45

Annual
 Capital
 N/A

FUNDING SOURCE:

Secondary Trust

EXPENDITURE ACCOUNT:

106-340-541-6555

HISTORY/FACTS/ISSUES:

ITB 140-0-2009/AT C-476W Resurfacing was broadcasted for bid on 9-24-09. Bids were due on 10-26-09 at 10:00am and were opened at 10:05am in Room 142, located at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Four (4) bids were received in no particular order with pricing as follows: C.W. Roberts Contracting, Inc., \$994,947.45; D.A.B. Constructors, Inc., \$1,138,888.88; The Lane Construction Corp., \$1,275,871.51; and The Middlesex Companies \$1,346,264.30.

The Selection Committee met on 11-2-09 at 10:00am in Room 142 to discuss and review the four submitted bids. The Selection Committee agreed that C.W. Roberts Contracting, Inc. had the lowest bid, submitted all required paperwork, and their total figures calculated correctly for an award figure of \$994,947.45.

The Selection Committee is requesting approval to award and enter into contract with C.W. Roberts Contracting, Inc.

This project is scheduled to start construction on 1/11/2010 with 150 working construction days and is scheduled to be completed by 6/10/2010.

Attached are minutes, sign-in-sheets, the bid tabulation sheet, legal ad information, and the bid packet for C.W. Roberts Contracting, Inc.

ITB 140-0-2009/AT C-476W Resurfacing Mandatory Pre-Bid Meeting held on October 8, 2009 at 10am in the Public Works Conference Room located at 319 East Anderson Avenue, Bushnell, FL 33513.

Bill Stevens, Dale Parrett, and Karen Parker were present to represent staff. Jane Caldera with Volkert was present.

Karen stated the Pre-Bid Meeting was Mandatory and in order for a bid to be accepted the submitting company name must be listed on the sign in sheet. The last day for questions is 10-15-2009 at 5:00pm. The bids are due on 10-26-2009 at 10:00am and will be opened at 10:05am in Room 142 (located at the Government Offices, 910 North Main Street, Bushnell, FL 33513). The Selection Committee will meet on 11-2-2009 at 10:00am in Room 142. If a consensus is made by the Selection Committee their recommendation will be taken to the Board of Sumter County Commissioners at their regularly scheduled meeting on 11-24-2009.

Jane stated questions will be responded to in writing and placed on Demand Star once the deadline has passed. The bid will be awarded to the lowest bidder pending all information is completed and included in the bid packet. The quantities provided in the bid are rough estimates not exact figures.

Bill stated the construction of this project would take place during the cold season.

Jane advised the attendees to thoroughly read the federal guidelines and to be sure they will be responsive to any type of inspections, payrolls, auditing, posting for equal opportunity employment, and contractors are required to retain all records for five (5) years as noted in the bid document. Job creation / job employment performing can be updated electronically on the 30th of each month reporting must be completed for all employees on the job as well as sub-contractors. The link for online reporting is <http://ww2.dot.state.fl.us/ARRAEmploymentReporting/> and online training can be done at <http://wbt.dot.state.fl.us/ois/ARRA/index.htm>.

Jane will address questions on sod within the question and answer document that is to be posted on Demand Star.

FDOT will be periodically inspecting the job sites. Central Testing Laboratory will be most likely the lab on site but that will be confirmed once the project begins.

The meeting adjourned at 10:14am.

ITB 140-0-2009/AT C-476W Resurfacing Federal Stimulus Bid Project bid opening meeting held on Monday, October 26, 2009 at 10:05am in Room 142 located at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Bill Stevens and Amanda Taylor were present to represent staff.

Amanda stated the bids would be opened and sent to the Selection Committee for review. The Selection Committee will meet on 11-2-2009 at 10:00am in Room 142. If a consensus is able to be reached by the Selection Committee a recommendation will be taken to the Board of Sumter County Commissioners at their regular scheduled meeting on 11-24-2009.

Amanda stated four bids were turned in on time, zero bids were received late, and zero no proposals were submitted. The four companies that submitted did attend the Mandatory Pre-Bid Meeting so their bids would be accepted. There was one addendum to acknowledge and a total of four packets were to be included in the submittal package. The bids were opened in no particular order as follows:

1. D.A.B. Constructors, Inc. – 4 packets were included, 1 addendum was acknowledged, total listed price \$1,138,888.88.
2. The Lane Construction Corporation – 4 packets were included, 1 addendum was acknowledged, total listed price \$1,275,871.51
3. C.W. Roberts Construction, Inc. – 4 packets were included, 1 addendum was acknowledged, total listed price \$994,947.45
4. The Middlesex Companies – 4 packets were included, 1 addendum was acknowledged, total listed price \$1,346,264.30

The meeting adjourned at 10:12am.

ITB 140-0-2009/AT C-476W Resurfacing Project Selection Review Committee Meeting held on Monday, 11/2/2009 at 10:17am in Room 142 located at the Government Offices, 910 North Main Street, Bushnell, FL.

Jane Calera with Volkert, Bill Stevens, Gary Kuhl, and Amanda Taylor were present.

Amanda stated the committee would recommend from the proposals submitted a successful vendor and make recommendation to award to the Board of Sumter County Commissioners on 11/24/2009.

Bill stated for clarification on the Trench Safety Statement not notarizing Page #2 was not sending in an incomplete form, if Page #2 was marked N/A because no work was required that would be considered submitting a complete Trench Safety Statement form.

Amanda stated C.W. Roberts was the lowest bidder and did submit a complete bid package.

Bill made a motion to award ITB 140-0-2009/AT to C.W. Roberts and recommend entering into contract with the BOCC on 11/24/2009 at a price of \$994,997.45. Jane seconded the motion and the motion passed with all in favor.

The meeting adjourned at 11:20am.

* Bid Opening

SIGN - IN SHEET

DATE: 10-26-2009

TIME: 10:05 AM Rm 142

BID NAME: JTB 140-0-2009/AT

0-476W Resurfacing Federal Stimulus Bid

NAME

COMPANY

Amanda Taylor

B & P BOCC

Scott O'Neal

C.W. Roberts Contracting

DAVE GANNON

MIDDLESEX CORP.

MIKE HEROLD

THE LANE CONSTRUCTION CORP.

TOM BAUR

D.A.B. CONSTRUCTORS .

Bill Stevens

SCPWD

Selection Comm. Mtg.

SIGN - IN SHEET

DATE: 11-2-2009

TIME: 10am Bm 142

BID NAME: ITB 140-0-2009/AT
C-476W Resurfacing

NAME

COMPANY

Amanda Taylor

B & P BOCC

Bill Stevens

SCPWD

Gary Kuhl

SCPWD

JANE CALOERA

VOLKERT

SUMTER COUNTY PUBLIC WORKS
 C-476 BID OPENING - OCTOBER 26, 2009 @ 10:05 A.M. FINANCIAL PROJECT ID 424353-1-58-01/ FEDERAL AID NO. ARRA-314-B

#	CONTRACTOR (ATTENDED MANDATORY PRE-BID MEETING)	BID AMOUNT	ENGINEER OF RECORD (VOLKERT) ESTIMATE	AVAILABLE FDOT LAP FUNDING	ESTIMATE DELTA	LAP DELTA	BID RANKING
1	ART WALKER CONSTRUCTION, INC.	No Bid	\$1,829,395.52	\$2,702,580.00	#VALUE!	#VALUE!	
2	C.W. ROBERTS CONTRACTING, INC.	\$994,947.45	\$1,829,395.52	\$2,702,580.00	\$834,448.07	\$1,707,632.55	1
3	COUNTS CONSTRUCTION, INC.	No Bid	\$1,829,395.52	\$2,702,580.00	#VALUE!	#VALUE!	
4	D.A.B. CONSTRUCTORS, INC.	\$1,138,888.88	\$1,829,395.52	\$2,702,580.00	\$690,506.64	\$1,563,691.12	2
5	RAINEY CONSTRUCTION CO.	No Bid	\$1,829,395.52	\$2,702,580.00	#VALUE!	#VALUE!	
6	THE LANE CONSTRUCTION CORP.	\$1,275,871.51	\$1,829,395.52	\$2,702,580.00	\$553,524.01	\$1,426,708.49	3
7	THE MIDDLESEX COMPANIES	\$1,346,264.30	\$1,829,395.52	\$2,702,580.00	\$483,131.22	\$1,356,315.70	4
8							
9							
10							
11							
12							
13							
14							
15							
16							

The Villages DAILY SUN

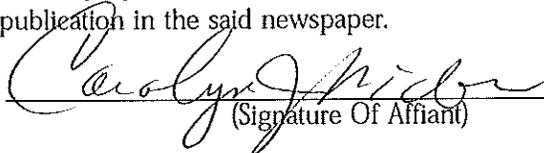
Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared
Carolyn J. Midora, who on oath

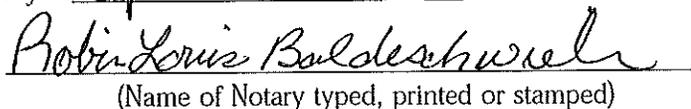
says that she is Legal Ad Coordinator of the DAILY SUN,
a daily newspaper published at Lady Lake in Lake
County, Florida with circulation in Lake, Sumter and
Marion Counties; that the attached copy of
advertisement, being a Legal Ad # 187107
in the matter of Notice

in the _____ court, was published in said
newspaper in the issues of September 24, 2009

Affiant further says that the said Daily Sun is a
newspaper published at Lady Lake in said Lake
County, Florida, and that the said newspaper has
heretofore been continuously published in said Lake
County, Florida, each week and has been entered as
second class mail matter at the post office in Lady
Lake, in said Lake County, Florida, for a period of one
year next preceding the first publication of the attached
copy of advertisements; and affiant further says that he
has neither paid nor promised any person, firm or
corporation any discount, rebate, commission or refund
for the purpose of securing this advertisement for
publication in the said newspaper.


(Signature Of Affiant)

Sworn to and subscribed before me this 24
day of September, 2009


(Name of Notary typed, printed or stamped)

Personally Known X or
Production Identification _____
Type of Identification Produced _____

Attach Notice Here

NOTICE IS HEREBY GIVEN that the Sumter County Board of County Commissioners hereby seeks competitive bids for **C-476W Resurfacing**. All bids submitted must be in a sealed envelope marked "Sealed Bid for **C-476W Resurfacing**. ITB#140-0-2009/AT", and must be received by the Budget & Purchasing Department at the County Commissioners Office, 910 North Main Street, Room 220, Bushnell, FL 33513 prior to 10:00 a.m. on October 26, 2009. Bids will be opened in the Sumter County Offices, Room 142, at 10:05 a.m. on October 26, 2009. The bids will be reviewed by staff for completeness with a Selection Review Committee Meeting on November 2, 2009, at 10:00 a.m. at the Sumter County Offices, Room 142. Bids will be presented to the County Commission for award during the County Commission Meeting on November 24, 2009.

Any bids not received and clocked in by Budget & Purchasing Department prior to said time will not be opened or considered.

All bidders must be licensed contractors capable of performing the scope of work necessary to satisfactorily complete the project.

All bidders must be prequalified

by the Board of Sumter County Commissioners or FDOT prior to bidding. Contact the Budget & Purchasing Department for more information at 352-569-6067.

Plans and specifications will be available on Demand Star.

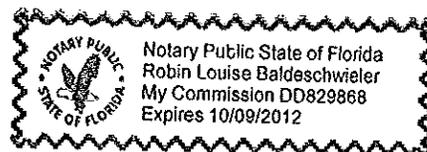
The last day for questions will be Thursday, October 15, 2009 at 5:00pm. All questions must be submitted in writing to Mrs. Amanda Taylor via fax at 352-793-0207 or email at Amanda.taylor@sumtercountyfl.gov. Questions will not be taken in person or over the phone.

There will be a mandatory pre-bid meeting for this project at Sumter County Public Works Offices at 10:00 am on October 8, 2009.

DATED this 24th Day of
September

SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS

#187107 September 24, 2009



The Villages
DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared
Carolyn J. Midora, who on oath
says that she is Legal Ad Coordinator of the DAILY SUN,
a daily newspaper published at Lady Lake in Lake
County, Florida with circulation in Lake, Sumter and
Marion Counties; that the attached copy of
advertisement, being a Legal Ad # 187323
in the matter of Notice

in the _____ court, was published in said
newspaper in the issues of October 1, 2009

Affiant further says that the said Daily Sun is a
newspaper published at Lady Lake in said Lake
County, Florida, and that the said newspaper has
heretofore been continuously published in said Lake
County, Florida, each week and has been entered as
second class mail matter at the post office in Lady
Lake, in said Lake County, Florida, for a period of one
year next preceding the first publication of the attached
copy of advertisements; and affiant further says that he
has neither paid nor promised any person, firm or
corporation any discount, rebate, commission or refund
for the purpose of securing this advertisement for
publication in the said newspaper.

Carolyn J. Midora
(Signature Of Affiant)

Sworn to and subscribed before me this 2
day of October, 2009

Robin Louise Baldschwieler
(Name of Notary typed, printed or stamped)

Personally Known X or
Production Identification _____
Type of Identification Produced _____

Attach Notice Here

All bidders must be prequalified
by the Board of Sumter County
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bidding. Contact the Budget &
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Plans and specifications will be
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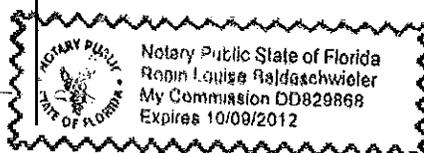
SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS

#187323 October 1, 2009

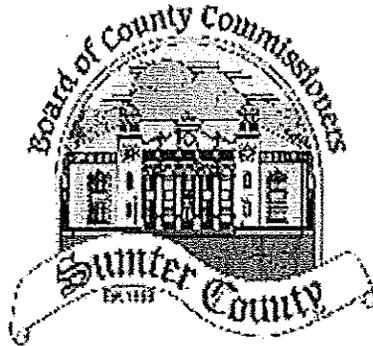
NOTICE IS HEREBY GIVEN
that the Sumter County Board of
County Commissioners hereby
seeks competitive bids for
C-476W Resurfacing. All bids
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envelope marked "Sealed Bid
for **C-476W Resurfacing**.
ITB#140-0-2009/AT", and must
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Purchasing Department at the
County Commissioners Office,
910 North Main Street, Room
220, Bushnell, FL 33513 prior to
10:00 a.m. on October 26, 2009.
Bids will be opened in the Sum-
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Selection Review Committee
Meeting on November 2, 2009,
at 10:00 a.m. at the Sumter
County Offices, Room 142. Bids
will be presented to the County
Commission for award during
the County Commission Meeting
on November 24, 2009.

Any bids not received and
clocked in by Budget & Purchas-
ing Department prior to said time
will not be opened or consid-
ered.

All bidders must be licensed
contractors capable of perform-
ing the scope of work necessary
to satisfactorily complete the
project.



ECONOMIC STIMULUS RESURFACING PROGRAM



INVITATION TO BID

FOR

C-476W

(Hernando County Line to SW 22nd Way)

BID NO ITB 140-0-2009/AT

FPN # 424353-1-58-01

FAN # ARRA-314-B

Board of Sumter County Commissioners
Budget & Purchasing Department
Amanda Taylor, Budget & Purchasing Coordinator
910 N. Main Street, Suite 220
Bushnell, Florida 33513

Phone (352) 569-6067 Fax (352) 793-0207

Date of Issue: September 24, 2009

Due Date / Time: **Monday, October 26, 2009 at 10:00am**

Document 00002 – Table of Contents

DIVISION A – SUMTER COUNTY

INVITATION TO BID	1
Document 00002 – Table of Contents	2
Document 00003 - Certification Page	3
Document 00004 - List of Drawings	4
Document 00030 - Advertisement for Bids	5
Document 00200 - Information for Bidders	6
Document 00210 – Special Requirement for Bidders (Federal Stimulus Project)	9
Document 00211 – Contractor Compliance with all Applicable Federal Requirements	13
Document 00300 - Bid Form	14
Document 00350 - Bid Schedule	16
Document 00410 - Bid Bond	17
Document 00430 - Major Subcontractors and Suppliers	18
Document 00481 - Public Entity Crimes	19
Document 00490 - Notice of Award	23
Document 00500 - Agreement	24
Document 00510 - Notice to Proceed	28
Document 00520 – Work Change Directive	29
Document 00530 - Change Order	30
Document 00610 – Performance Bond	31
Document 00620 – Payment Bond	33
Document 00622 - Application for Payment No.	35
Document 00625 - Final Release of Lien	36
Document 00650 – Minimum Insurance Requirements	37
Certificate of Insurance***	38
Document 00660 - Certificate of Substantial Completion	39
Document 00800 - Supplemental Conditions	41
SECTION 01010 - SUMMARY OF WORK	44
SECTION 01019 - CONTRACT CONSIDERATIONS	45
SECTION 01027 - APPLICATIONS FOR PAYMENT	47
SECTION 01028 - CHANGE ORDER PROCEDURES	49
SECTION 01039 - COORDINATION AND MEETINGS	52
SECTION 01090 - REFERENCE STANDARDS	55
SECTION 01300 - SUBMITTALS	57
SECTION 01400 - QUALITY CONTROL	60
SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	62
SECTION 01570 - TRAFFIC REGULATION	66
SECTION 01600 - MATERIAL AND EQUIPMENT	69
SECTION 01700 - CONTRACT CLOSEOUT	72
SECTION 01740 - WARRANTIES AND BONDS	74
APPENDIX A – FINAL ROADWAY PLANS	76

DIVISION B – STATE OF FLORIDA DOT LAP FEDERAL REQUIREMENTS

INDEX	FORM FEDERAL REQUIREMENT	PAGE
Section 1	Executive Order 11246 <input type="checkbox"/> Equal Employment Opportunity	3-14
Section 2	FHWA Form 1273	15-34
Section 3	FDOT Specifications <input type="checkbox"/> Section 4.1 <input type="checkbox"/> 4.3	
	35-46	
Section 4	FDOT Specifications <input type="checkbox"/> Section 5.12	47-53
Section 5	FDOT Specifications <input type="checkbox"/> Section 6.12.1 – 6.12.2	54-55
Section 6	FDOT Special Provision 7.16 & Davis <input type="checkbox"/> Bacon Wage Tables	56-61
Section 7	Suspension & Debarment, Non <input type="checkbox"/> Collusion, & Lobbying Certification	62-65
Section 8	FDOT Disadvantaged Business Enterprise Program	66-74
Section 9	FDOT Special Provisions <input type="checkbox"/> Disadvantaged Business Enterprise Program	
	75-77	
Section 10	FDOT Special Provisions <input type="checkbox"/> American Recovery and Reinvestment Act	78-81

DIVISION C – FDOT SPECIFICATIONS PACKAGE

Document 00003 - Certification Page

CONTRACT DOCUMENTS FOR
CONSTRUCTION OF C-476W

I certify that the contract documents contained in this booklet are the original contract documents and I have read and understood the conditions stated herein.

I further certify that I have received a copy of these contract documents and any additional information referenced to be a part thereof.

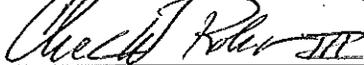
I further certify that I was afforded the opportunity to ask any question regarding the contract documents and engineering plans at the time of the pre-bid conference."

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

Authorized Representative

CONTRACTOR

C.W. Roberts Contracting, Inc.



Authorized Representative

Charles W. Roberts III, President

ENGINEER

Volkert & Associates, Inc.

Gerald A. Dabkowski, P.E.

Document 00004 - List of Drawings

C-476W (Hernando County Lime to SW 22nd Way)

Sheet	Description	Sheet	Description
1	Key Sheet	10	Summary of Quantities
2	Summary of Pay Items	11	Stormwater Pollution Prevention Plan (1)
3	Project Layout (1)	12	Stormwater Pollution Prevention Plan (2)
4	Project Layout (2)	13	Stormwater Pollution Prevention Plan (3)
5	Project Layout (3)	14	Traffic Control Notes
6	Project Layout (4)	S-1	Signing & Pavement Marking Plans Key Sheet
7	General Notes	S-2	Tabulation of Quantities & General Notes
8	Typical Sections	S-3	Special Details
9	Special Details	S-4	Special Details

Document 00030 - Advertisement for Bids

NOTICE IS HEREBY GIVEN that the Sumter County Board of County Commissioners hereby seeks competitive bids for C-476W. All bids submitted must be in a sealed envelope marked "Sealed Bid for C-476W. ITB#140-0-2009/AT", and must be received by the Budget & Purchasing Department at the County Commissioners Office, 910 North Main Street, Room 220, Bushnell, FL 33513 prior to 10:00 a.m. on October 26, 2009. Bids will be opened in the Sumter County Offices, Room 142, at 10:05 a.m. on October 26, 2009. The bids will be reviewed by staff for completeness with a Selection Review Committee Meeting on November 2, 2009, at 10:00 a.m. at the Sumter County Offices, Room 142. Bids will be presented to the County Commission for award during the County Commission Meeting on November 24, 2009.

Any bids not received and clocked in by Budget & Purchasing Department prior to said time will not be opened or considered.

All bidders must be licensed contractors capable of performing the scope of work necessary to satisfactorily complete the project.

All bidders must be prequalified by Board of Sumter County Commissioners or FDOT prior to bidding. Contact the Budget & Purchasing Department for more information at 352-569-6067.

Plans and specifications will be available on Demand Star.

The last day for questions will be Thursday, October 15, 2009 at 5:00pm. All questions must be submitted in writing to Mrs. Amanda Taylor via fax at 352-793-0207 or email at Amanda.taylor@sumtercountyfl.gov. Questions will not be taken in person or over the phone.

There will be a mandatory pre-bid meeting for this project at Sumter County Public Works Offices at 10:00 am on October 8, 2009.

DATED this 24th Day of September

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

ADVERTISED: SEPTEMBER 24, 2009 & OCTOBER 1, 2009

Document 00200 - Information for Bidders

Bids will be received by the Sumter County Board of County Commissioners at the Budget & Purchasing Department, 910 North Main Street, Room 201, Bushnell, Florida 33513 prior to 10:00 a.m. on October 26, 2009. Bids will be opened in the Sumter County Offices, Room 142 at 10:05 a.m. on October 26, 2009. The bids will be reviewed by staff for completeness and compliance with bid instructions and a Selection Review Committee Meeting on November 2, 2009, at 10:00a.m. at the Sumter County Offices, Room 142. Bids will be presented to the County Commission for award during the County Commission Meeting on November 24, 2009.

Each bid must be submitted in a sealed envelope addressed to Sumter County Board of County Commissioners, Budget & Purchasing Department, 910 North Main Street, Room 201, Bushnell, Florida 33513.

Each bidder shall submit one (1) original and three (3) copies for a total of four (4) of the executed bid package, each attached to the complete specifications booklet.

Each sealed envelope containing a BID must be plainly marked on the outside as "Sealed Bid for C-476W ITB# 140-0-2009/AT", and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the COUNTY at Sumter County Commissioners, Budget & Purchasing Department, 910 North Main Street, Room 201, Bushnell, Florida 33513.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. The executed bid package which includes the bid form, the bid bond, the list of sub-contractors and suppliers, the public entity crime statement, and the trench safety act must be attached to the complete specifications booklet when submitted.

The language of the bid bond shall equal or exceed the requirements as presented in the provided bond document. Bonds submitted on forms other than those provided will be reviewed by the County Attorney for acceptability.

The COUNTY, in its best interest, reserves complete and total authority to determine the completeness of any and all bid documents and may, at its discretion, waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the COUNTY and the BIDDER.

It is the responsibility of each Bidder before submitting a Bid:

- a. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);
- b. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- c. To consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work. See Division A, Section 00210 for Special Requirements for Bidders on Federal Stimulus projects.

- d. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
- e. To promptly notify COUNTY in writing or by fax of all questions, conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents. No verbal responses to questions will be provided. Information obtained from an officer, agent, or employee of the owner, or any other person shall not officially amend the bid package. Only issued addenda can officially modify the bid documents. No contact with the section committee shall be permitted once the bid is advertized.
- f. To completely review the bid package being submitted to make sure that all requirements of the bid have been complied with.

After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the bid documents, the quantities of WORK or of the nature or scope of the WORK to be done.

The COUNTY shall provide to BIDDERS, prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the COUNTY, or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the contract.

Each BID must be accompanied by an executed BID BOND payable to the COUNTY for five percent of the total amount of the BID. As soon as the BID prices have been compared, the COUNTY will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the COUNTY, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within fourteen (14) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the COUNTY may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the COUNTY.

The COUNTY upon receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the notice was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement and issue the NOTICE TO PROCEED. Should the COUNTY not execute the Agreement, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the COUNTY. Should there be any reason why the NOTICE TO PROCEED

cannot be issued at that time; the time may be extended by mutual agreement between the COUNTY and CONTRACTOR. If the NOTICE TO PROCEED has not been issued upon receipt or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The COUNTY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the COUNTY all such information and data for this purpose as the COUNTY may request.

The COUNTY reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the COUNTY that such BIDDER is properly qualified to carry out the obligations of the Agreement.

ALL WORK MUST BE COMPLETED WITHIN 150 CALENDAR DAYS AS STATED IN THE AGREEMENT. CONTRACTOR WILL BE EXPECTED TO EMPLOY A SUITABLE WORK FORCE TO ACCOMPLISH ALL WORK WITHIN THE STIPULATED TIME.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

The COUNTY may elect to not accept any bid and rebid the job or perform the work itself.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

There will be a mandatory pre-bid meeting for this project at Sumter County Public Works Offices at 10:00 am on October 8, 2009.

Each BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS completely, on the enclosed form, and submit with the Bid Documents.

The ENGINEER is Volkert & Associates, Inc.

The ENGINEER'S address is: 3409 West Lemon Street, Tampa, FL 33609 (813-875-1365).

All questions concerning the bid documents and plans shall be directed to the Budget & Purchasing Department by email to amanda.taylor@sumtercountyfl.gov or fax only at (352) 793-0207. Answers will be returned in the same manner that they are received. Questions will be accepted until 5:00 p.m. on Thursday, October 15, 2009. Bidders are not to rely on any answers that are provided by means other than email, fax or addendum.

All bidders must be prequalified by the Board of Sumter County Commissioners or FDOT prior to bidding. Contact the Budget & Purchasing Department for more information at 352-569-6067.

Document 00210 – Special Requirement for Bidders (Federal Stimulus Project)

Sumter County Construction Contract Compliance For Local Agency Program (LAP) Stimulus Projects

The project must comply with the Florida Department of Transportation (FDOT) District 5 Construction Contract Compliance for Local Agency Program (LAP) Projects. This includes EEO (Equal Employment Opportunity), Wages, DBE (Disadvantaged Business Enterprise) and OJT (On the Job Training – if applicable).

Requirements are applicable to not only the contractor, but to any subcontractor who's final compensation is \$10,000 or greater.

Critical components for LAP Project EEO compliance are as follows:

1. Chapter 15.4.3 of the LAP Manual: If deficiencies are found, the local agency must ask the contractor to comply. If the contractor clearly resists complying, or if it fails to comply after agreeing to specific corrective steps, then FDOT should be notified.
2. There are two components of EEO requirements; Company and Project EEO Requirements:
 - a. Company EEO Requirements:
 - i. EEO Policy & Plan
 - ii. EEO Officer
 - iii. Supervisory Meetings
 - iv. Company-wide EEO Report
 - v. Recruitment
 - vi. Non-segregated facilities
 - vii. Analysis for non-discrimination
 - b. Project EEO Requirements:
 - i. Job Site Bulletin Board
 - ii. EEO Information to Project Personnel
 - iii. Annual July Report
 - iv. Race and sex annotation on certified payrolls
 - v. Project EEO Report.
3. EEO requirements should be monitored as follows:
 - a. Beginning of project:
 - i. EEO Affirmative Action Plan and Policy
 - ii. EEO Officer
 - iii. Bulletin Board inspections
 - iv. EEO Supervisory & Office Personnel meetings
 - v. EEO Project Personnel Meetings
 - vi. EEO Contractor Analysis
 - b. Weekly – race and sex annotations on payrolls
 - c. Monthly – certification of EEO compliance
 - d. Quarterly – Bulletin Board inspection
 - e. Every 6 months:
 - i. EEO Supervisory Meetings
 - ii. EEO Project Personnel Meetings

Critical components for LAP Project Wage compliance are as follows:

1. The Davis Bacon Act is applicable to all Stimulus projects.
 - a. Establishes prevailing wage rates for Federal aid construction projects exceeding \$2,000 and ALL related subcontractors.
 - b. Sets the minimum rate per classification in the specific area.
 - c. Requires these rates be paid to construction workers on federally funded construction projects covered by this Act. The Davis Bacon Act is applicable to all Stimulus projects. (Davis Bacon not applicable to projects on roadways classified as local roads or rural collectors.)
2. Copeland Act:
 - a. Requires certified payrolls.
 - b. Regulates deductions.
 - c. Also known as the “anti-kickback act”
3. Contract Work Hours and Safety Standards Act
 - a. Contains provisions for payment of overtime (1.5 times normal rate of pay for hours over 40 in a work week)
4. Wage Decision
 - a. Listing of wage and fringe benefit rates for each classification of laborers and mechanics.
 - b. US Dept. of Labor has determined the listed wage rates for a given area (county). Sumter County is FL 36 – Modification (1) – dated 7/25/08.
 - c. The local agency is responsible for inserting the correct wage table in the bid documents/contracts.
 - d. Other important wage items are
 - i. Wage and hour record
 - ii. Deductions
 - iii. Permissible wage classifications
 - iv. Violations
 - v. Labor/EEO interviews
 - vi. Trucker interviews
 - vii. Florida minimum wage
5. Subcontractors
 - a. Prime contractors may enter into subcontract arrangements. This requires:
 - i. Written agreements
 - ii. Including pertinent provisions of Prime’s contract (FHWA 1273)
 - b. Local agency must be made aware of all subcontractors actively working on the project. See Document 00430 on Page 18
6. Use of Temporary Employment Agency (TEA)
 - a. FDOT must be notified of use of temporary employment agency/day laborers.
 - b. Must be submitted by each contractor/subcontractor who will employ project workers through a TEA.
 - c. Notification due before any TEA workers report to project site.
 - d. TEA should submit its own payroll, do not include TEA workers on contractor payroll.

Critical components for LAP Project DBE compliance are as follows:

1. The FDOT DBE Program and Goal details are as follows:
 - a. Race-neutral DBE program = means FDOT believes overall goal can be achieved through the normal competitive procurement process
 - b. 2008-2009 FFY goal is 8.1% (current statewide is 8.3%)
 - c. Individual goals not assigned to contract
2. Bid Opportunity List
 - a. The purpose is to provide data on all DBE and non-DBE contractors and subcontractors seeking work on federal projects
 - b. Submitted as a part of the bid package
3. DBE/AA Plan
 - a. Prime contractor (only) must have an FDOT approved DBE/AA plan
 - b. Approval required prior to award of contract
 - c. First page printed on company letterhead
 - d. Approved for a three year period
4. DBE Commitments/Payments
 - a. FDOT collects DBE commitment amounts and actual payments to subcontractors
 - b. At the pre-construction conference, the prime contractor submits the Anticipated DBE Participation Statement to local agency, who forward to FDOT
5. Certified DBE's
 - a. All recipients of FHWA federal funds must participate in a Unified Certification Program within their respective states
 - b. Only DBE's certified in the FDOT DBE Directory can be reported
 - c. To count the DBE's participation, the DBE must perform a commercially useful function, work in specialty area DBE in certified in and actually perform work with DBE's own workforces. A commercially useful function exhibited by responsible execution of work assigned, uses own workforce and actually performs, manages or supervises work.

Additional Specific Federal Requirements

1. The Contractor shall NOT purchase equipment for agency ownership.
2. Equipment rental rates shall be in accordance with Division B, Federal Regulation Tab 3.
3. Foreign contractor and supplier restriction in accordance with Division B, Federal Regulation Tab 5.
4. Owner Force Account will NOT be used for this project
5. Use of Patented or Proprietary Materials is prohibited in this contract.
6. The prevailing minimum wage shall follow Davis-Beacon wage table(s), see Division B, Federal Regulation Tab 6.
7. The contract prohibits the use on convict-produced materials see Division B, Federal Regulation Tab 5
8. This contract shall NOT be allowed to use publicly owned equipment.
9. This contract shall NOT be allowed any salvage credits. All salvage materials shall be delivered to Sumter County.

P.O.C:	Jackey Jackson - Asst. Dir. Operations
Contact Number:	352-793-0240 Office 352-303-8543 Cell
Delivery Location:	319 East Anderson Avenue, Bushnell Fl.

10. Preference to state or local contract is NOT permitted under this contract.
11. All construction administration by the contractor shall be in accordance with the most current version of the LAP Manual, Chapter 23, Construction Administration.
12. A mandatory pre-construction meeting will be required in accordance with the LAP Manual, Chapter 23, Section 23.2.

In the event of a conflict, the following order of precedence shall be used for resolution, with the lower number superseding the higher number.

- 1.1 Division B - Federal Requirements
- 1.2 Contract Agreement
- 1.3 FDOT Standard Specifications for Road and Bridge Construction, latest edition
- 1.4 Local Agency Specification and Special Requirements

Document 00211 – Contractor Compliance with all Applicable Federal Requirements

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with and completion of any and all regulations associated with the American Recovery and Reinvestment Act of 2009. This includes Florida Department of Transportation (FDOT) District 5 Construction Contract Compliance for Local Agency Program (LAP) Projects; more specifically: BEO (Equal Employment Opportunity), Wages, DBE (Disadvantaged Business Enterprise) and OJT (On the Job Training – if applicable).

The Board of County Commissioners reserves the right to withhold payment until compliance is fulfilled at any phase of the contract.

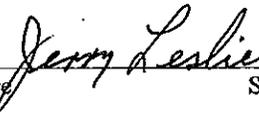
NOTE: The total cost shown herein is already included in the various items in the Total Bid Price in the Contractor's Proposal and is not additional to the pricing shown on the Bid Form.

NOTE: BEFORE EXECUTION, CONTRACTOR IS REQUESTED TO REVIEW DIVISION B, FDOT LAP FEDERAL REQUIREMENTS, Sections 1 through 10.

Submitted, signed and sealed this 26th day of October, 2009.

Contractor
By: 
Name Charles W. Roberts, III Title President
3372 Capital Circle NE, Tallahassee, FL 32308
Business Address

ATTEST:


Signature Seal
Jerry Leslie, Secretary

End of section

*Must be submitted with bid documents.

Document 00300 - Bid Form

Made by: C.W. Roberts Contracting, Inc.

Address: 3372 Capital Circle NE, Tallahassee, FL 32308

TO:

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
910 N. MAIN STREET
BUSHNELL, FLORIDA 33513
(352) 793-0200

The undersigned Bidder has personally (or through its designated agent, attesting to this bid) carefully examined the plans and specifications, the "General Conditions" of the Contract, and all other related Contract Documents; has made a thorough physical inspection of the site of the proposed work, has given the Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the contract documents or by site investigation, and by submission of this written bid is attesting to compliance and is satisfied with the conditions under which the Contract is performed.

Therefore, Bidder agrees to furnish all the labor, materials, and services required by the Contract Documents for the construction of project for the sum of:

Nine Hundred Ninety Four Thousand Nine Hundred Forty Seven Dollars & Forty Five Cents
Nine Hundred Ninety Four Thousand Nine Hundred Forty Seven Dollars (Base Bid)

(\$ 994,947⁴⁵).

If the written notice of the acceptance of this bid is mailed, or delivered, to the undersigned within sixty (60) days after the date of opening of the bid, the undersigned agrees to (within fourteen (14) days of receipt of such notice) execute and deliver a contract in the form of an Agreement in accordance with the specifications and bid as accepted.

The undersigned further agrees to commence work, with an adequate force and equipment, within fourteen (14) consecutive calendar days after being notified in writing by the Owner to do so; and to complete the work within One Hundred Fifty (150) calendar days. If undersigned fails to complete the work within the allowed time, liquidated damages in the sum of One Thousand Four Hundred Twenty-Three and 00/100 Dollars (\$1,423.00) per calendar day for the time used for the completion of the work in excess of that allowed time, will be deducted from the Contract Price. If such amount exceeds the balance owed the undersigned, the undersigned agrees to pay such excess amount until the work is completed and/or accepted.

This bid may be withdrawn at any time prior to the scheduled time of opening of the bids, or any authorized postponement thereof.

ADDENDUM RECEIPT

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. <u>1</u>	Date <u>10/23/09</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

The undersigned (is) (are) the only interested (party) (parties) in this proposed contract, except that if others are interested, their signatures are also attached hereto as principals, and they also agree to all conditions of these contract documents.

It is declared that this proposal is made in good faith without connection with any other proposals for this work.

Respectfully submitted

ATTEST:

C.W. Roberts Contracting, Inc.

CONTRACTOR

(Person who Examined Documents
& Inspected the Project Site)

BY: Charles W. Roberts III
Charles W. Roberts III, President

DATE: October 26, 2009
(Seal if Bid is by a Corporation)

For a bid to be considered complete, the bid package is required to contain:

1. Executed Bid Form (Section 00300)
2. Executed Bid Bond (Section 00410)
3. Executed List of Major Subcontractors and Suppliers (Section 00430)
4. Executed Public Entity Crimes Statement (Section 00481)
5. Executed Trench Safety Act (Section 00485)
6. Executed Statement on Compliance with all Applicable Federal Requirements (Section 00211)

Document 00350 - Bid Schedule

VOLKERT					
SUMMARY OF QUANTITIES					
Description: C-476W - STREAMLINE				Sheet No: 1	of 1
County: SUMNER				Designer: GMH	Date: 08-28-09
				Checker: JAC	Date: 08-28-09
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	ROADWAY				
104-10-2	SYNTHETIC BALES	EA	1400	1.00	1400.00
104-13-1	STAKED SILT FENCE, TYPE II	LF	71052	0.55	39,078.60
110-1-1	CLEARING AND GRUBBING	AC	6.50	750.00	4,875.00
110-88	DELIVERY OF SALVAGEABLE MATERIAL TO COUNTY	LS	1	1,500.00	1,500.00
120-1	EXCAVATION, REGULAR	CY	2054	2.00	4,108.00
285-701	OPTIONAL BASE GROUP 1	SY	14786	14.25	210,700.50
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)	SY	92794	0.95	88,154.30
337-7-32	ASPHALTIC CONC. FRICTION COURSE TRAFFIC C, FC-9.5	TN	5820	73.00	432,160.00
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	63	100.00	6,300.00
430-94-1	DESILTING PIPE, 0 - 24"	LF	84	5.00	420.00
430-94-2	DESILTING PIPE, 25 - 36"	LF	84	5.00	420.00
430-94-3	DESILTING PIPE, 37 - 48"	LF	84	14.00	1,176.00
430-94-4	DESILTING PIPE, 49 - 60"	LF	504	14.00	7,056.00
536-1-1	GUARDRAIL, ROADWAY	LF	1750	13.50	23,625.00
536-73	GUARDRAIL, REMOVAL	LF	150	2.00	300.00
536-85-22	GUARDRAIL END ANCHORAGE ASSEMBLY, FLARED	EA	7	1,500.00	10,500.00
536-85-24	GUARDRAIL END ANCHORAGE ASSEMBLY, PARALLEL	EA	7	1,675.00	11,725.00
570-1-2	PERFORMANCE TURF (SOD)	SY	14221	1.55	22,042.55
700-20-11	SINGLE POST SIGN, F & T, LESS THAN 12 SF	AS	27	210.00	5,670.00
700-20-60	SINGLE POST SIGN, REMOVE	AS	27	25.00	675.00
*	MULTI-POST SIGN, F & T, 60 SF OR LESS (Special Protect ID Sign)	AS	2	1,300.00	2,600.00
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	29,000.00	29,000.00
711-11-111	THERMOPLASTIC (STD) (WHITE) (SOLID) (6")	NM	12921	2,800.00	36,178.80
711-11-125	THERMOPLASTIC (STD) (WHITE) (SOLID) (24")	LF	285	6.00	1,710.00
711-11-211	THERMOPLASTIC (STD) (YELLOW) (SOLID) (6")	NM	6703	2,900.00	19,483.70
711-11-231	THERMOPLASTIC (STD) (YELLOW) (SKP) (6")	GM	4134	1,000.00	4,134.00
101-1	MOBILIZATION (15%)	LS	1	15,000.00	15,000.00
102-1	MAINTENANCE OF TRAFFIC (15%)	LS	1	15,000.00	15,000.00
				TOTAL:	994,947.45

* Pay Item number is not available. These 2 signs are special ARRA Funding signs. See Detail on Sheet 2.
 Quantities taken from Plans dated 8/25/09.

Document 00410 - Bid Bond

C.W. Roberts Contracting, Inc.

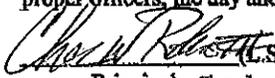
Western Surety
Co.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and as Surety, are hereby held and firmly bound unto Sumter County Board Commissioners as COUNTY in the penal sum of 5% Bid Bond for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 16th day of October, 2009. The Condition of the above obligation is such that whereas the Principal has submitted to Sumter County a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for C-476W:

NOW THEREFORE, (a) If said Bid shall be rejected, or (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor, furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the COUNTY may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporation have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



(L.S.) C.W. Roberts Contracting, Inc.
Principal- Charles W. Roberts, III

Western Surety Company

Surety

By 

William F. Stoutamire - ATTORNEY-IN-FACT
FLORIDA RESIDENT AGENT - LIC. #A255913
IMPORTANT:

Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

William F Stoutamire, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 21st day of November, 2006.



WESTERN SURETY COMPANY

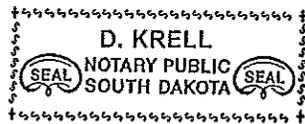
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of October, 2009.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Document 00430 - Major Subcontractors and Suppliers*
(Names and Addresses)

1. Clearing _____
2. Removal of items to construct project _____
3. Limerock Stabilization _____
4. Roadway Milling _____
5. Roadway Rehabilitation _____
4. Earthwork (Grading) _____
5. Limerock Base _____
6. Asphalt _____
7. Concrete Work _____
8. Storm Drainage _____
9. Signing & Markings _____
10. Erosion Control _____
11. Maintenance of Traffic _____
12. Sod/Seeding _____
13. Signalization _____
14. Landscaping / Irrigation _____
15. Other _____

CONTRACTOR W. Roberts Contracting, Inc.

BY: Charles W. Roberts III

TITLE: Charles W. Roberts III, President

DATE: October 26, 2009

*Must be submitted with BID

Document 00481 - Public Entity Crimes

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

1. This sworn statement is submitted with Bid, Proposal or Contract

No. ITB #140-0-2009/AT

2. This sworn statement is submitted by C. W. Roberts Contracting, Inc.

(Name of entity submitting sworn statement)
whose business address is 3372 Capital Circle NE, Tallahassee, FL 32308

and (if applicable) its Federal Employer Identification Number (FEIN), 59-1683951.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Charles W. Roberts, III and

(Please print name of individual signing)
my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any 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.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. 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 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 arm's length agreement, shall be a prima facie case that one 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 36 months shall be considered an affiliate.

Document 00485 - Trench Safety Statement

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Trench Safety Act, F.S. 553 - Part VI. The bidder further identifies the cost of compliance with the applicable trench safety standards as follows:

Trench Safety Measure (Description)(LF, SF)	Units of Measure	Unit Quantity	Unit Cost	Extended Cost
A.				
B.				
C.				
D.				
TOTAL				\$

NOTE: The total cost shown herein is already included in the various items in the Total Bid Price in the Contractor's Proposal and is not additional to the pricing shown on the Bid Form.

Bidder by signature below, assures that the contractor performing trench excavating will comply with the applicable Trench Safety Standards. Failure to complete the above and submit with the Bid Form along with other required bidding documents, may result in the bid being declared non-responsive.

NOTE: BEFORE EXECUTION, CONTRACTOR IS REQUESTED TO REVIEW PAGE 2 OF THIS STATEMENT.

Submitted, signed and sealed this 26th day of October, 2009.

C.W. Roberts Contracting, Inc.

Contractor
 By: *Charles W. Roberts III*
 Name Charles W. Roberts, III Title President
 3372 Capital Circle NE, Tallahassee, FL 32308
 Business Address

ATTEST:

Jerry Leslie
 Signature Seal
 Jerry Leslie, Secretary

NOTE:

If the Contractor intends to install pipe by some other method than trenching under the definitions found in the Trench Safety Act FS 553 - Part VI, he shall so indicate by outlining in the space provided below the method he proposes and how it will comply with the Trench Safety Act FS 553 - Part VI and related OSHA Standards for the Owner's evaluation.

The Cost of accomplishing the work by any alternate method to trenching is included in the bid prices shown in the Contractor's Proposal.

Outline of Alternate Method:

Submitted, signed and sealed this 26th day of October, 2009.

C. W. Roberts Contracting, Inc.

Contractor

By: 

Name Charles W. Roberts, III Title President

3372 Capital Circle NE, Tallahassee, FL 32308

Business Address

ATTEST:

Signature 

Seal

Jerry Leslie, Secretary

End of section

*Must be submitted with bid documents.

Document 00490 - Notice of Award

TO: C.W. Roberts Contracting, Inc.
4208 CR 124-A
Wildwood, FL 34785

PROJECT DESCRIPTION: Construction of C-476W ITB#140-0-2009/AT

The COUNTY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated 9-24-2009, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Nine hundred ninety-four thousand nine hundred forty seven dollars and 45 100 Dollars (\$ 994,947.45)

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within fourteen (14) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said BONDS within 14 days from the date of this Notice, said COUNTY will be entitled to consider all your rights arising out of the COUNTY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The COUNTY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the COUNTY.

Dated this ___ day of _____, 20__.

Sumter County Board of County Commissioners

By: _____

Chairman

Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

this the 24th day of Nov., 2009.

Chuck W. Roberts III

By: _____
Company: C.W. Roberts Contracting, Inc.

Document 00500 - Agreement

24th

THIS AGREEMENT, made this 24th day of Nov 2009 by and between the Sumter County Board of County Commissioners, hereinafter called the "OWNER", and C.W. Roberts Contracting, Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE 1. The CONTRACTOR will commence and complete the construction of C-476W.

ARTICLE 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

ARTICLE 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fourteen (14) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 150 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay as liquidated damages the sum of One Thousand Four Hundred Twenty-Three and 00/100 Dollars (\$1,423.00) per calendar day beyond the date of completion.

ARTICLE 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Nine hundred ninety four thousand nine hundred fifty seven and 45/100 DOLLARS (\$ 994,947.45)

ARTICLE 5. The term "CONTRACT DOCUMENTS" means and includes the following:

- | | |
|------------------------------------|---------------------------------------|
| List of Drawings | Notice to Proceed |
| Advertisement for Bids | Work Change Directive |
| Information for Bidders | Change Order |
| Bid Form | Performance Bond |
| Bid Bond | Payment Bond |
| Bid Schedule | Application for Payment |
| Major Subcontractors and Suppliers | Final Release of Lien |
| Public Entity Crimes | Certificate of Insurance |
| Trench Safety Act | Certificate of Substantial Completion |
| Notice of Award | Standard General Conditions |
| Agreement | Supplemental Conditions |
| | Technical Specifications |

DRAWINGS: As prepared by Volkert & Associates, Inc. (See Document 00004 - List of Drawings)

ARTICLE 6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS less a 10% retainage or payable upon final inspection. All payments by the OWNER shall be made in lawful monies of the United States to: Board of Sumter County Commissioners

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. To induce OWNER to enter into this Agreement CONTRACTOR makes the following representation.

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 5) and the other related data identified in the Bidding Documents including "technical data".

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of Work or which related to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8. Conflicts within the contract documents shall be brought to the attention of the ENGINEER and resolution shall be at the discretion of and at no cost to the OWNER.

ARTICLE 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first written above.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST:

Name: _____

(Please Type)

Title: _____

CONTRACTOR: C.W. Roberts Contracting, Inc.

By: Charles W. Roberts III

Name: Charles W. Roberts III

Title: President

(SEAL)

ATTEST:

Jerry Leslie

Name: Jerry Leslie

(Please Type)

Title: Secretary

Document 00620 - Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

C.W. Roberts Contracting, Inc.

(Name of Contractor)

3372 Capital Circle NE, Tallahassee, FL 32308

(Address of Contractor)

a Corporation, hereinafter called (Corporation, Partnership, or Individual)

Principal and See Addendum #1

(Name of Surety)

See Addendum #1

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Sumter County Board of Commissioners

(Name of Owner)

910 N. Main St., Bushnell, FL 33513

(Address of Owner)

Nine hundred ninety four thousand nine hundred forty seven dollars and 45/100 hereinafter called OWNER, in the penal sum of Dollars, \$() in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the 31st day of NOV., 2009 a copy of which is hereto attached and made a part hereof, for the construction of: C-476W. 34th

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for, or performing labor in, the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such WORK, all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, to the WORK to be performed thereunder, or to the SPECIFICATIONS accompanying same, shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, to the WORK, or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

PROVIDED FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (2) counterparts, each one of which shall be deemed an original, this the 24th day of Nov., 2009.

ATTEST:

Jerry Leslie
(Principal) Secretary
Jerry Leslie
(SBAL)

C.W. Roberts Contracting, Inc.
Principal

BY Charles W. Roberts III
Charles W. Roberts III, President
3372 Capital Circle NE, Tallahassee, FL 32308
Address

[Signature]
Witness as to Principal
3372 Capital Circle NE
(Address)

Tallahassee, FL 32308

ATTEST:

Alice S. Daniels
Witness as to Surety
Alice S. Daniels
P. O. Box 360
Blountstown, FL 32424

See Addendum #1
Surety
BY [Signature]
Attorney-in-fact
William F. Stoutamire
Address
P. O. Box 360
Blountstown, FL 32424

Florida Resident Agent - Lic. #:A255913

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

ADDENDUM #1

The following are the Surety Companies for this project:

#1 -- Safeco Insurance Company of America
Safeco plaza
Seattle, Washington 98185

Phone #: 1-206-545-5000

Incorporated and existing under the laws of the State of Washington
and licensed to do business in the State of Florida.

#2 -- Western Surety Company
P. O. Box 5077
Sioux Falls, South Dakota 57117-5077

Phone #: 1-605-336-0850

Incorporated and existing under the laws of the State of South Dakota
and licensed to do business in the State of Florida.



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

KNOW ALL BY THESE PRESENTS:

No. 13377

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****WILLIAM F. STOUTAMIRE; Blountstown, Florida*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 11th day of March, 2008

Handwritten signature of Stephanie Daley-Watson

Handwritten signature of Tim Mikolajewski

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 24th day of November, 2009



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

William F Stoutamire, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 21st day of November, 2006.



WESTERN SURETY COMPANY

Paul T. Bruflat

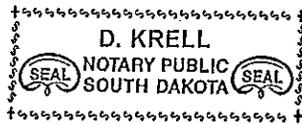
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of November, 2006.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Document 00610 - Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

C.W. Roberts Contracting, Inc.

(Name of Contractor)

3372 Capital Circle NE, Tallahassee, FL 32306

(Address of Contractor)

a Corporation, hereinafter called (Corporation, Partnership, or Individual)

Principal and See Addendum #1

(Name of Surety)

See Addendum #1

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Sumter County Board of County Commissioners

(Name of Owner)

910 N. Main Street, Bushnell, FL 33513

(Address of Owner)

Nine hundred ninety four thousand nine hundred forty seven dollars and 45/100 hereinafter called OWNER, in the penal sum of Dollars, \$() in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the 30th day of NOV, 2009, a copy of which is hereto attached and made a part hereof, for the construction of: C-476W. 24 13

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, to the WORK to be performed thereunder, or to the SPECIFICATIONS accompanying same, shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract, to the WORK, or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

C-476W - Page 32

IN WITNESS WHEREOF, this instrument is executed in (2) counterparts, each one of which shall be deemed an original, this the 24th day of Nov., 2009.

ATTEST:

Jenny Leslie
(Principal) Secretary
Jenny Leslie
(SBAL)

C.W. Roberts Contracting, Inc.
Principal

BY Charles W. Roberts III
Charles W. Roberts III, President
3372 Capital Circle NE, Tallahassee, FL 32308
Address

[Signature]
Witness as to Principal
3372 Capital Circle NE
(Address)

Tallahassee, FL 32308

ATTEST:

Alice S. Daniels
Witness as to Surety
Alice S. Daniels
P. O. Box 360
Blountstown, FL 32424

See Addendum #1
Surety
By William F. Stoutamire
Attorney-in-fact
William F. Stoutamire
Address
P. O. Box 360
Blountstown, FL 32424

Florida Resident Agent - Lic. #:A255913

NOTE:
Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

ADDENDUM #1

The following are the Surety Companies for this project:

#1 -- Safeco Insurance Company of America
Safeco plaza
Seattle, Washington 98185

Phone #: 1-206-545-5000

Incorporated and existing under the laws of the State of Washington
and licensed to do business in the State of Florida.

#2 -- Western Surety Company
P. O. Box 5077
Sioux Falls, South Dakota 57117-5077

Phone #: 1-605-336-0850

Incorporated and existing under the laws of the State of South Dakota
and licensed to do business in the State of Florida.



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

KNOW ALL BY THESE PRESENTS:

No. 13377

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****WILLIAM F. STOUTAMIRE; Blountstown, Florida*****

Its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 11th day of March, 2008

Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Handwritten signature of Tim Mikolajewski

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 24th day of November, 2009



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Safeco and the Safeco logo are registered trademarks of Safeco Corporation.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

William F Stoutamire, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 21st day of November, 2006.



WESTERN SURETY COMPANY

Paul T. Bruffat

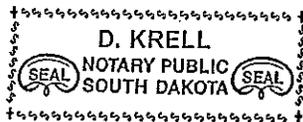
Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of November, 2006, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of November, 2009.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary