

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53435

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

7172
Volkert & Associates, Inc.
3409 West Lemon Street
Tampa, FL 33609-1433

DATE 2/12/10

DEPT. Road and Bridge

BY *Jay W. Kuhl*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
108-340-541-8592	<i>4</i>	1	C-476B Entrance into the Federal Cemetery (Add Turn Lanes) Work Order # 17-18 Engineering Services On 3/25/08 the BOCC approved and executed a Continuing Engineering Service Contract with Volkert, Inc.	\$49,000.00	\$49,000.00
TERMS:				TOTAL	\$49,000.00

BOARD OF SUMTER COUNTY COMMISSIONERS \$49,000.00

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

DISTRIBUTION:

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BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

CONTINUING ENGINEERING SERVICE CONTRACT

Sumter County Public Works Division

WORK ORDER #18

WORK ORDER DATE: 2/10/2010

C-476B Entrance into the Federal Cemetery (Add Turn Lanes)

To: *Volkert & Associates, Inc.*
3409 W. Lemon Street
Tampa Florida, 33609

Attn: Jerry A. Dabkowski, P.E.

*Approved
by BOCC
2/9/10*

FUNDING SOURCE: Secondary Trust

EXPENDITURE ACCOUNT: 106-340-541-6592

You are hereby authorized to commence the following work outlined in the attached proposal. Approved work order amount not to exceed \$49,000.

Requested By: *Wm. J. New*

Assistant Public Works Director for
Planning, Engineering and
Environmental Projects

Date: 2-4-10

Approved By: _____

Director Sumter County Public
Works

Date: _____

Authorized By: _____

County Administrator

Date: _____

Authorized By: _____

BOCC Chairman

Date: _____



www.volkert.com

3409 West Lemon Street
Tampa, FL 33609-1433
813.875.1365
Fax 813.874.7656
tampa@volkert.com

February 1, 2010

Gary Kuhl, P.E.
Public Works Director
Sumter County
319 E. Anderson Avenue
Bushnell, FL 33513

**SUBJECT: Proposal for C-476B – Federal Cemetery Ingress Improvement
New Turns lanes to SW 102nd Avenue**

Dear Gary:

Volkert is pleased to submit this proposal to provide professional engineering services for the above referenced project.

The proposed scope of services, schedule and fee estimate are described below:

SCOPE OF SERVICES

1. Prepare construction plans for the installation of left and right turn deceleration lanes to the Federal Cemetery Entrance on C-476B. The anticipated major elements of the design are:
 - Perform a traffic study to determine the length of queue storage needed for the new turn lanes.
 - Conduct a topographic survey along 1,900 feet of C-476B. Limits of the topographic survey are as follows:
 - 25 feet east of the western ROW line on C-476B
 - 25 feet west of the eastern ROW line on C-476B
 - 600 feet north of the centerline of SW 102th Avenue
 - 1,300 feet south of the centerline of SW 102th Avenue
 - Site Investigation (data collection) to identify topography of road side slopes and lateral obstructions.
 - Design a new northbound to westbound left turn lane on C-476B.
 - Design a new southbound to westbound right turn lane on C-476B.
 - The design will include:
 - New two foot paved shoulders within the project limits
 - Milling and resurfacing

VOLKERT

2. Prepare and submit 100 % Design Plans (signed & sealed) to Sumter County for review and approval.
3. Prepare and submit a comprehensive bid package (include all required specifications) in accordance with Sumter County and/or the Federal Cemetery rules and regulations for federal funding. .
4. Prepare and submit signed & sealed Engineer's Option of Probable Construction Costs to Sumter County for review and approval.
5. Apply for a permit exemption from the SWFWMD. If a full permit is required by the SWFWMD this work will be perform under a separate scope and fee.
6. Provide bid assistance in accordance with Sumter County, and Federal Cemetery rules and regulations federal funded projects.

SCHEDULE:

Volkert will have 100% plans completed within 7 weeks of the NTP from Sumter County.

FEE:

The tasks outlined in the scope of services above can be accomplished for a lump sum fee of lump sum of \$49,000.

EXCLUSIONS

The fee does not include permitting (with the exception of the SWFWMD Exemption Application), geotechnical services or construction services.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

SINCERELY,
VOLKERT, INC.



JERRY DABKOWSKI, P.E.
VICE PRESIDENT

CC: Jane Caldera, P.E. – Volkert
Michael Osipov, P.E. Volkert
Bill Steven, P.E. - Sumter County

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53436

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

TO

BUSHNELL, FLORIDA 33513-9402

7172
Volkert & Associates, Inc.
3409 West Lemon Street
Tampa, FL 33609-1433

DATE 2/12/10
DEPT. Road and Bridge
BY J. Am... Kule

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<i>D</i> 106	340-541-6591	1	C-476B from I-75 to C-476 Work Order # 17 Engineering Services On 3/25/08 the BOCC approved and executed a Continuing Engineering Service Contract with Volkert, Inc.	\$52,000.00	\$52,000.00
TERMS:				TOTAL	<i>4677</i>

BOARD OF SUMTER COUNTY COMMISSIONERS \$52,000.00

DELIVER TO: _____

AUTHORIZED BY: _____

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www.volkert.com

3409 West Lemon Street
Tampa, FL 33609-1433
813.875.1365
Fax 813.874.7656
tampa@volkert.com

February 1, 2010

Gary Kuhl, P.E.
Public Works Director
Sumter County
319 E. Anderson Avenue
Bushnell, FL 33513

**SUBJECT: Proposal for C-476B Resurfacing
I-75 to C-476W**

Dear Gary:

Volkert is pleased to submit this proposal to provide professional engineering services for the above referenced project.

The proposed scope of services, schedule and fee estimate are described below:

SCOPE OF SERVICES

1. Prepare construction plans for the resurfacing of C476B from the Interstate 75 to C-476W. The anticipated major elements of the design are:
 - Site Investigation (windshield survey/data collection) to identify topography of road side slopes and lateral obstructions.
 - Design to new guardrail in accordance with current FDOT design criteria
 - Addition of two foot paved shoulders
 - New roadway pavement markings
 - New roadway regulatory signage
2. Prepare and submit 100 % Design Plans (signed & sealed) to FDOT for review and approval.
3. Prepare and submit a comprehensive bid package (include all required specifications) in accordance with FDOT/FHWA rules and regulations for ARRA Stimulus Projects.
4. Prepared and submit signed & sealed Engineer's Option of Probable Construction Costs to FDOT for review and approval.
5. Provide bid assistance in accordance with Sumter County, FDOT and FWHA rules and regulations for ARRA Stimulus Projects.

VOLKERT

SCHEDULE:

Volkert will have 100% plans completed within 5 weeks of the NTP from Sumter County.

FEE:

The tasks outlined in the scope of services above can be accomplished for a lump sum fee of lump sum of \$52,000.

EXCLUSIONS

The fee does not include permitting, survey services, geotechnical services or construction services.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

SINCERELY,
VOLKERT, INC.

Handwritten signature of Jerry Dabkowski in cursive script, with the initials "by JC" written below it.

JERRY DABKOWSKI, P.E.
VICE PRESIDENT

CC: Bill Steven, P.E. - Sumter County
Jane Caldera, P.E. - Volkert
Michael Osipov, P.E. Volkert

CONTINUING ENGINEERING SERVICE CONTRACT

Sumter County Public Works Division

WORK ORDER #17

WORK ORDER DATE: 2/10/2010

C-476B from I-75 to C 476 (Future Federal "Stimulus" Project)

To: *Volkert & Associates, Inc.*

3409 W. Lemon Street

Tampa Florida, 33609

Attn: Jerry A. Dabkowski, P.E.

*Approved
by BOCC
2/9/10*

FUNDING SOURCE: Secondary Trust

EXPENDITURE ACCOUNT: 106-340-541-6591

You are hereby authorized to commence the following work outlined in the attached proposal. Approved work order amount not to exceed **\$52,000.**

Requested By: *Wm J. [Signature]*

Assistant Public Works Director for
Planning, Engineering and
Environmental Projects

Date: 2-4-10

Approved By: _____

Director Sumter County Public
Works

Date: _____

Authorized By: _____

County Administrator

Date: _____

Authorized By: _____

BOCC Chairman

Date: _____

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

53574

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

TO

BUSHNELL, FLORIDA 33513-9402

DATE 2/12/10
 DEPT. Road and Bridge
 BY Jerry H. Kull

4353

Kimley-Horn and Associates, Inc.
 P.O. Box 932520
 Atlanta, Ga 31193-2520

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
103	340-541-3100	1	Local Resurfacing Contract Number 1 FY 09/10 Work Order # 19 Design, Bidding Assistance, and Construction Phase Services. On 3/25/08 the BOCC approved and executed a Continuing Engineering Service Contract with Kimley-Horn and Associates, Inc.	\$100,860.00	\$100,860.00
TERMS:				TOTAL	\$100,860.00

BOARD OF SUMTER COUNTY COMMISSIONERS \$100,860.00

DELIVER TO: _____

AUTHORIZED BY: _____

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CONTINUING ENGINEERING SERVICE CONTRACT

Sumter County Public Works Division

WORK ORDER #19

WORK ORDER DATE: 2/10/2010

Local Resurfacing Contract Number 1 - (FY 2009-10)

To: *Kimley-Horn and Associates, Inc.*
1321 SE 25th Loop
Suite 101
Ocala, FL 34471

Attn: Richard Busche, P.E.

*Approved by
BOCC 2/9/10*

FUNDING SOURCE: County Transportation Trust

EXPENDITURE
ACCOUNT: 103-340-541-3100

You are hereby authorized to commence the following work outlined in the attached scope and proposal. Approved work order amount not to exceed **\$100,860.**

Requested By: _____

Wm. J. ...
Assistant Public Works Director for
Planning, Engineering and
Environmental Projects

Date: 2-4-10

Approved By: _____

Director Sumter County Public
Works

Date: _____

Authorized By: _____

County Administrator

Date: _____

Authorized By: _____

BOCC Chairman

Date: _____



**LOCAL RESURFACING CONTRACT NUMBER 1 (FY 2009-10)
CONSULTING ENGINEERING AGREEMENT
SUMTER COUNTY WORK ORDER 19**

Various Resurfacing Sites (Exhibit "A")

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the "ENGINEER"), and the Board of County Commissioners of Sumter County, Florida (the "BOARD") in accordance with the terms of the Consulting Engineering Agreement dated March 25, 2008, which is incorporated herein by reference.

PROJECT UNDERSTANDING

1. Many Sumter County local roadways were constructed without benefit of proper design and in some cases the surface course was placed on little to no base material or overburden obtained from local mines. The cost of reconstructing these roadways is probative, therefore the Board of County Commissioners has budgeted funds to commence a Local Road Resurfacing Program.
2. The purpose of this Project is to provide specifications, bidding documents and assistance, and field support services during construction for the resurfacing of approximately nineteen (19) segments of existing roadways. It is understood by the ENGINEER and the BOARD that these roadways will not be evaluated for compliance with current design standards, such as lane widths, horizontal and vertical alignments, shoulder widths, clear zones, etc. The ENGINEER is not responsible for providing services pertaining to these issues. However, it is understood that some sites have depressed areas that require substantial leveling to provide a uniform grade. It is not the intention to completely level these areas but to raise the depressed areas as needed to provide a safer travel way than what exists today.
3. The Project will consist of resurfacing existing lanes only; no new pavement will be constructed.
4. All material testing services will be provided by the BOARD's certified testing laboratory under a separate Agreement.

With the above in mind, our scope of services, schedule, and fee are provided below.

SCOPE OF SERVICES

The ENGINEER will provide the following services for this project.

Task 1 – Design

- 1.1 ENGINEER will prepare for and conduct a conceptual plan meeting with BOARD staff to discuss the project scope, schedule, any special conditions, etc. ENGINEER will prepare meeting minutes and circulate them to the Project team.
- 1.2 It is understood that the nineteen (19) resurfacing projects will be awarded as one contract, and that the selected contractor will proceed with construction of one project at a time until available funds are exhausted. The order of the resurfacing Projects will be determined by the BOARD. ENGINEER will prepare draft 60% and 100% specifications for the Project. The specifications will be of sufficient detail to convey the requirements of the Project work, but full sized scaled construction plans will not be prepared for the resurfacing projects.



The specifications will generally include:

1. Front end bidding documents such as Instructions to Bidders, Bonding Requirements, Bid Forms, Pay Application and Change Order documents, etc.
 2. General and Special Conditions.
 3. Contract Agreement between Contractor and Sumter County.
 4. Contract Plans, which will consist of a Vicinity Map for each section of the Project, Typical Sections for installation of leveling course and asphalt overlay, General Notes for Construction, and Typical Construction Details.
 5. Estimated Schedule of Values for each of the 19 segments.
 6. Additional Technical Specifications that may be needed, as determined by the ENGINEER.
- 1.3 ENGINEER will submit the Project specifications to the Southwest Florida Water Management District (SWFWMD) for a determination of permit exemption. This Agreement assumes that SWFWMD will determine that no permit is required for this Project due to the fact that there will be no net increase in impervious surfaces. If a permit is required for this Project, that work will require the authorization of additional fees.

Task 2 – Bidding Assistance

- 2.1 ENGINEER will prepare and assemble the construction bidding documents, including specifications for the subject Work and the construction contract. ENGINEER will work with BOARD staff to facilitate advertisement of the bid.
- 2.2 ENGINEER will prepare for and conduct a pre-bid meeting with potential bidders and the BOARD.
- 2.3 ENGINEER will provide the BOARD with an electronic version of the Project specifications suitable for use in bidding the project on the Demand Star website. The BOARD will handle all work needed to post the bid to the website for potential bidders.
- 2.4 ENGINEER will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. ENGINEER will prepare a written summary of this tabulation and evaluation together with a recommendation for the award of the construction contract.
- 2.5 ENGINEER will assist the BOARD with the issuance of a Notice to Proceed to the selected Contractor.

Task 3 – Construction Phase Services

During construction, ENGINEER will provide on-site field observations and construction phase services as defined below:

- 3.1 *On-Site Observation of Construction.* ENGINEER will provide on-site construction observation services during the construction phase. On-Site observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally



proceeding in accordance with the Contract Documents, and ENGINEER will keep BOARD informed of the general progress of the Work.

ENGINEER shall not, during on-site observation, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 3.2 *Recommendations with Respect to Defective Work.* ENGINEER will recommend to BOARD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- 3.3 *Clarifications and Interpretations.* ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to BOARD as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by BOARD.
- 3.4 *Change Orders.* ENGINEER may recommend Change Orders to BOARD, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 3.5 *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 3.6 *Inspections and Tests.* ENGINEER may require special inspections or tests of Contractor's work as ENGINEER deems appropriate, and may receive and review certificates of inspections within ENGINEER's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests and the facts being certified.
- 3.7 *Disagreements between BOARD and Contractor.* ENGINEER will, if requested by BOARD, render written decision on all claims of BOARD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to BOARD or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 3.8 *Substantial Completion.* ENGINEER will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with BOARD and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of BOARD, ENGINEER considers the Work substantially complete, ENGINEER will notify BOARD and Contractor.
- 3.9 *Final Notice of Acceptability of the Work.* ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and



the final punch list so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to ENGINEER upon which it is entitled to rely.

- 3.10 *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.
- 3.11 *Weekly Update* – The ENGINEER will provide the BOARD a weekly update (via e-mail) outlining the current construction status.

DELIVERABLES

1. 60% Specification Documents
2. 100% Specifications and Bidding Documents
3. Electronic version of 100% Specifications and Bidding Documents

MEETINGS

1. Conceptual Plan meeting with Staff.
2. Design meetings – two meetings anticipated.
3. Pre-bid meeting.
4. Bid opening meeting.
5. Bid review meeting.
6. Pre-construction meeting.

DOCUMENTS

1. Electronic Specifications and bid package.

SERVICES NOT PROVIDED IN THIS SCOPE

1. Surveying and mapping services.
2. Geotechnical services.
3. Storm Water Management design.
4. Drainage Analysis of existing side/cross drains.
5. Traffic Control Plans.
6. Utility Adjustment Plans.



SCHEDULE

The ENGINEER will provide the Design services described in Task 1 of the above Scope of Services within 30 calendar days from receipt of a Notice to Proceed from the BOARD. Should issues arise during the performance of Task 1 that are outside the control of the ENGINEER, the Schedule will be adjusted accordingly.

FEE

The ENGINEER will perform the services described in Tasks 1 and 2 of the Scope of Services for a lump sum fee of \$56,010.00. Tasks 3 will be performed on an hourly labor fee plus expense basis for an estimated budget of \$44,850.00 per 60 calendar days. A breakdown by Task is provided below:

Task	Description	Labor Fee
1, 2	Design	\$43,320.00
2	Bidding Assistance	\$12,690.00
3	Construction Phase Services, Per 60 Calendar Days	\$44,850.00

All permitting, application, and similar project fees will be paid directly by the Board. Permit fees are expected to be from \$100.00 - \$1,000.00. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 10 days of your receipt of the invoice, as per Item 6 in the Consulting Engineering Agreement. If additional efforts become necessary during the performance of the assignment, the ENGINEER will immediately advise the BOARD of any budget revisions.

ACCEPTED:

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Richard V. Busche, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: February 1, 2010

Attachment: Exhibit "A" Sumter County Resurfacing Sites for Consideration

Exhibit "A"

SUMTER COUNTY PUBLIC WORKS
LOCAL PAVED ROADWAY SITES FOR CONSIDERATION IN FY 2009-2010

SITE NUMBER	LOCAL RESURFACING INVENTORY PRIORITY	ROADWAY										MILL AND RESURFACE (1.5" MIN) LOCAL ROADWAYS TO MATCH CURRENT "EXISTING" WIDTH		
		COUNTY ROAD NUMBER OR NAME	FROM	TO	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NUMBER	INSPECTION DATE	TRAFFIC RATING	NO. OF ADJACENT STRUCTURES	PAVEMENT CONDITION (MAXIMUM 50 PTS)	EXISTING WIDTH (FEET)	LENGTH (MILES)	ESTIMATED COST (RESURFACE ONLY)	ESTIMATED COST (MILL AND RESURFACE)	RUNNING TOTAL
1	1	CR 209	CR 222	C-462E		26-Nov	H (R)	18	42	18	1.00	\$124,500	\$0	\$0
2	2	CR 209	C-466E	CR 222		26-Nov	H (R)	18	41	18	1.75	\$217,800	\$0	\$0
3	443	CR 209	C-462E	CR 232		26-Nov	L (R)	18	9	18	1	\$124,500	\$0	\$0
4	3	CR 455	CR 440	CR 457		20-Nov	L (R)	15	37	16	0.43	\$43,300	\$0	\$43,300
5	4	CR 209	CR 202	C-466E		26-Nov	H (R)	9	36	18	1.25	\$155,600	\$0	\$0
6	5	CR 217	C-44A	CR 232		26-Nov	L (R)	9	36	19	0.5	\$50,300	\$0	\$93,600
7	6	CR 438	CR 437	CR 439		20-Nov	L (R)	2	36	18	0.09	\$8,000	\$0	\$101,600
8	7	CR 439	C-470N	CR 439C		20-Nov	M (R)	12	36	20	0.51	\$62,300	\$0	\$163,900
X	8	CR 514	Coleman City Limits	Lake Panasoffkee		27-Nov	L (R)	0	36	18.5	1.37	\$0	\$0	\$163,900
9	9	CR 601A	Bushnell City Limits	Dead End		4-Dec	L (R)	7	36	16.25	0.2	\$20,300	\$0	\$184,200
X	10	CR 528	US 301	CR 526A		28-Nov	M (R)	15	35	16	0.41	\$0	\$0	\$184,200
10	11	CR 532E	US 301	CR 532S		28-Nov	L (R)	12	35	12.25	0.62	\$51,500	\$0	\$235,700
11	12	CR 601B	CR 601A	Dead End		4-Dec	L (R)	4	35	18	0.08	\$8,100	\$0	\$243,800
12	13	CR 650	US 301	Dead End		3-Dec	L (R)	19	35	18	0.92	\$90,900	\$0	\$334,700
13	14	CR 229	SR 44	Dead End		26-Nov	H (R)	59	34	19.5	4.03	\$501,500	\$0	\$836,200
14	15	CR 117A	CR 117	CR 114C		26-Nov	L (R)	17	33	18	0.2	\$20,300	\$0	\$856,500
X	16	CR 139	C-466A	C-44A		27-Nov	H (R)	11	33	18	1.2	\$0	\$0	\$856,500
X	17	CR 156	WW City Limits	CR 179		27-Nov	L (R)	8	33	19	0.76	\$0	\$0	\$856,500
15	18	CR 416N	C-470N	CR 416S		20-Nov	L (R)	38	33	19	3.26	\$345,500	\$0	\$0
16	19	CR 416S	CR 416N	Dead End		20-Nov	L (R)	10	32	20	0.49	\$49,300	\$0	\$0
17	19	CR 452	CR 439	CR 453		20-Nov	L (R)	22	33	16	0.43	\$40,000	\$0	\$896,500
X	20	CR 214	US 301	CR 209		26-Nov	L (R)	7	32	18	0.97	\$80,281	\$0	\$896,500
18	21	CR 435	C-470N	Dead End		20-Nov	L (R)	47	32	18.5	0.37	\$35,000	\$0	\$896,501
19	22	CR 555	C-476E	Dead End		28-Nov	L (R)	3	32	16.5	0.35	\$31,000	\$0	\$927,501

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53578

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

TO

BUSHNELL, FLORIDA 33513-9402

DATE 2/16/10

C.W. Roberts Contracting
3372 Capital Circle NE
Tallahassee, FL 32308

DEPT. Road and Bridge

BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	106-340-541-6551	1	C-4BE Resurfacing ARRA Project Construction Signed Contract 11/24/09	\$661,988.15	\$661,988.15
TERMS:				TOTAL	

BOARD OF SUMTER COUNTY COMMISSIONERS \$661,988.15

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

DISTRIBUTION:

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: _____ DATE: _____

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Document 00510 - Notice to Proceed

Date: 11-24-2009

Project: C-48E ITB#141-0-2009/AT

You are hereby notified to commence WORK in accordance with the Agreement dated 11/24/2009
on or before 1/11/2010, and you are to complete the WORK by 5/11/2010.
(120 working days)

OWNER: SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Chairman **DOUG GILPIN**

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by:

CONTRACTOR: C.W. Roberts Contracting, Inc.

this the 2nd day

of December, 2009

By: 
Authorized Representative

Title: Charles W. Roberts III, President _____

Document 00490 - Notice of Award

TO: C. W. Roberts Contracting, Inc.
4208 Ch 124-A
Wildwood, FL 34985

PROJECT DESCRIPTION: Construction of C- 48E ITB#141-0-2009/AT

The COUNTY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated 4-24-2009, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Six hundred sixty one thousand nine hundred eighty eight dollars and 15/100 Dollars (\$ 661,988.15)

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.

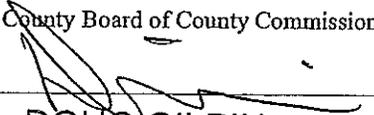
If you fail to execute said Agreement and to furnish said BONDS within 14 days from the date of this Notice, said COUNTY will be entitled to consider all your rights arising out of the COUNTY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The COUNTY will be entitled to such 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 24th day of Nov., 2009.

Sumter County Board of County Commissioners

By:


DOUG GILPIN

Chairman

Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

this the 24th day of Nov., 2009.



By:

Company: C. W. Roberts Contracting, Inc.

Document 00500 - Agreement

THIS AGREEMENT, made this 30th day of Nov, 2009 by and between the Sumter County Board of County Commissioners, hereinafter called the "OWNER", and CW 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-48 E.

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 120 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 Six hundred sixty one thousand nine hundred eighty eight dollars and 15 /100 DOLLARS \$661,988.15

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: [Signature]
Name: DOUG GILPIN
Title: CHAIRMAN

ATTEST:

[Signature]

Name: CONNIE WEBB
(Please Type)
Title: Deputy Clerk



CONTRACTOR: C.W. Roberts Contracting, Inc.

By: [Signature]
Name: Charles W. Roberts III
Title: President

ATTEST:

[Signature]

Name: Jerry Leslie
(Please Type)
Title: Secretary

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53579

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

DATE 2/16/10
 DEPT. Road and Bridge
 BY [Signature]

C.W. Roberts Contracting
 3372 Capital Circle NE
 Tallahassee, FL 32308

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
106	340-541-6555	1	C-476 W Resurfacing ARRA Project Construction Signed Contract 11/24/09	\$994,947.45	\$994,947.45
TERMS:				TOTAL	

BOARD OF SUMTER COUNTY COMMISSIONERS \$994,947.45

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
 WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

DISTRIBUTION:
 BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
 WHITE COPY - TO VENDOR
 CANARY COPY - TO DEPARTMENT HEAD
 GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: _____ **DATE:** _____
 OFFICER OR DEPT. HEAD
 1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
 2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
 3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
 4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Document 00510 - Notice to Proceed

Date: 11-24-2009

Project: C-476W ITB#140-0-2009/AT

You are hereby notified to commence WORK in accordance with the Agreement dated 11-24-2009
on or before 1/11/2010, and you are to complete the WORK by 6/10/2010
(150 working days)

OWNER: SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Chairman **DOUG GILPIN**

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by:

CONTRACTOR: C.W. Roberts Contracting, Inc.

this the 2nd day

of December, 2009

By: 
Authorized Representative

Title: Charles W. Roberts III, President

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 24 day of Nov, 2009

Sumter County Board of County Commissioners

By: DOUG GILPIN

Chairman

Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

this the 24th day of Nov., 2009.

By: Chuck W. Roberts III
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 (\$ 994,957.45)

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 Volkeit & 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: [Signature]

Name: DOUG GILPIN

Title: CHAIRMAN

ATTEST:

[Signature]

Name: CONNIE WEBB
(Please Type)

Title: Deputy Clerk



CONTRACTOR: C.W. Roberts Contracting, Inc.

By: [Signature]

Name: Charles W. Roberts III

Title: President

ATTEST:

[Signature]

Name: Jerry Leslie
(Please Type)

Title: Secretary

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53582

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

Boykin Construction, Inc.
PO Box 38
Minneola, FL 34755

DATE 2/19/10

DEPT. Road and Bridge

BY *[Signature]*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
103-340-541-6575		1	CR 528 Phase 1 Construction Contract approved by BOCC 2/9/10.	\$332,949.18	\$332,949.18
TERMS:				TOTAL	\$332,949.18

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____
OFFICER OR DEPT. HEAD

DISTRIBUTION:
BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

- MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
- PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
- EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
- THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Document 00003 - Certification Page

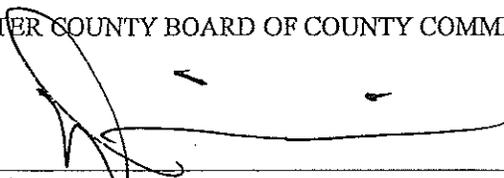
CONTRACT DOCUMENTS FOR
CONSTRUCTION OF COUNTY ROAD 528

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.

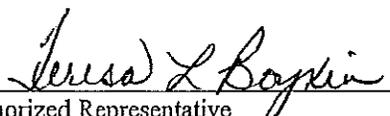
I further certify that I was afforded the opportunity to ask my question regarding the contract documents and engineering plans at the time of the pre-bid conference.

SUMNER COUNTY BOARD OF COUNTY COMMISSIONERS



Authorized Representative

CONTRACTOR



Authorized Representative

ENGINEER



Ralph W. Warnock, Jr.

Document 00490 - Notice of Award

TO:

PROJECT DESCRIPTION: Construction of County Road 528 ITB# 144-0-2010/AT

The COUNTY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated 12-11-2009, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Three hundred thirty-two thousand, nine hundred forty-nine dollars and 18/100 Dollars (\$ 332,949.18).

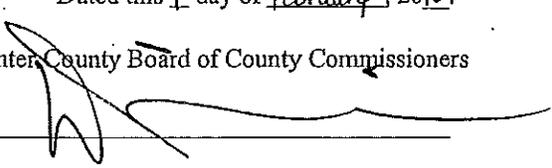
You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within fourteen (14) calendar days from the date of this Notice.

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 9th day of February, 2010.

Sumter County Board of County Commissioners

By: 

Chairman

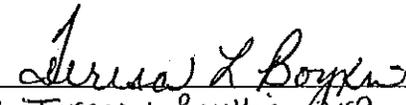
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

this the 26 day of Jan, 2010.

By: Teresa L Boykin 

Company: Boykin Const Inc

Document 00500 -- Agreement

THIS AGREEMENT, made this 9th day of Feb. 2009 by and between the Sumter County Board of County Commissioners, hereinafter called the "OWNER", and Boyer Construction, 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 County Road 528.

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 seven (7) 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 Three hundred thirty-two thousand, nine hundred forty-nine dollars and 18 /100 DOLLARS (\$332,949.18)

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 Springstead Engineering, 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 Sumner 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.

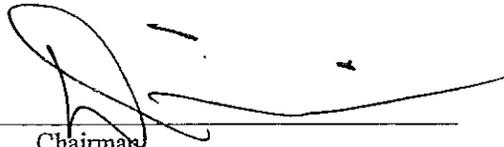
Document 00510 - Notice to Proceed

Date: February 9, 2010

Project: COUNTY ROAD 528 ITB# 144-0-2009/AT

You are hereby notified to commence WORK in accordance with the Agreement dated 2-9-2010
on or before 3-2-2010, and you are to complete the WORK by 7-30-2010.

OWNER: SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Chairman

ACCEPTANCE OF NOTICE

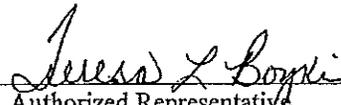
Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by:

CONTRACTOR:

this the 26 day

of Jan, 2010

By: 
Authorized Representative

Title: 2VP

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 964-012-134

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that Boykin Construction, Inc.
P.O. Box 38 Minneola FL 34755 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, Liberty Mutual Insurance Company
175 Berkeley Street Boston MA 02116 (Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Sumter County Board of County Commissioners
910 North Main Bushnell FL 33513 (Here insert full name and address or legal title of Owner)
Street, Room 201

as Obligee, hereinafter called Owner, in the amount of

Three Hundred Thirty Two Thousand Nine Hundred Forty Nine Dollars and 18/100 Dollars (\$332,949.18),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, entered into a contract with Owner for
(Here insert full name, address and description of project)
CR 528 East of CR 526-A

in accordance with Drawings and Specifications prepared by _____
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS Obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

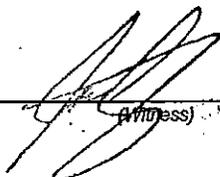

(Witness)

Boykin Construction, Inc.

(Principal)


(Seal)


(Title)


(Witness)

Liberty Mutual Insurance Company

(Surety)

(Seal)

Brett Rosenhaus

(Title)

Attorney-in-Fact

**FRONT PAGE OF
PUBLIC PAYMENT BOND**

Florida Statute 255.05

BOND NO. 964-012-134

CONTRACTOR: Boykin Construction, Inc.
P.O. Box 38
Minneola, FL 34755
352-394-5993

SURETY: Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02117
617-357-9500

AGENT: Nielson, Rosenhaus & Associates
4000 South 57th Avenue, Suite 201
Lake Worth, FL 33463
(561) 432-5550

OBLIGEE: Sumter County Board of County Commissioners
910 North Main Street, Room 201
Bushnell, FL 33513
352-793-0200

PROJECT:

CR 528 East of CR 526A

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 964-012-134

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Boykin Construction, Inc.
P.O. Box 38 Minneola FL 34755 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, Liberty Mutual Insurance Company
175 Berkeley Street Boston MA 02116 (Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Sumter County Board of County Commissioners
910 North Main Bushnell FL 33513 (Here insert full name and address or legal title of Owner)
Street, Room 201

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Three Hundred Thirty Two Thousand Nine Hundred Forty Nine Dollars and 18/100
(Here insert sum equal to at least one-half of the contract price) Dollars (\$332,949.18),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, entered into a contract with Owner for
(Here insert full name, address and description of project) CR 528 East of CR 526-A

in accordance with Drawings and Specifications prepared by _____
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

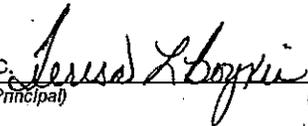
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Signed and sealed this _____ day of _____


(Witness)

Boykin Construction, Inc.  (Principal) (Seal)

2VP (Title)


(Witness)

Liberty Mutual Insurance Company (Surety) (Seal)

Brett Rosenhaus (Title) Attorney-in-Fact

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **BRETT ROSENHAUS, JASON KATZ, ALL OF THE CITY OF LAKE WORTH, STATE OF FLORIDA**.....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**..... DOLLARS (\$ **50,000,000.00**.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 31st day of March, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

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



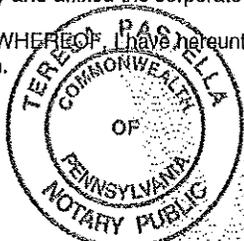
Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 31st day of March, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

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



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

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53584

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

To

Croft Contracting, Inc.
PO Box 1594
Inverness, FL 34451

DATE 2/23/10
DEPT. Road and Bridge
BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	103-340-541-6505	1	C-470 Sidewalk Construction Agreement signed by BOCC 12/29/09	\$220,590.05 299,590.05	\$220,590.05 299,590.05
TERMS:				TOTAL	299,590.05

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

DISTRIBUTION:

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Document 00500 - Agreement

THIS AGREEMENT, made this 29th day of Dec 2009 by and between the Sumter County Board of County Commissioners, hereinafter called the "OWNER", and Croft 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-470 SIDEWALK.

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 90 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 Seven Hundred and 00/100 Dollars (\$700.00) 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 Two hundred ninety nine thousand, five hundred sixty dollars and 05/100 DOLLARS 299,590.05

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: [Signature]

Name: DOUG GILPIN

Title: CHAIRMAN

ATTEST:

[Signature]

Name: CONNIE WEBB

(Please Type)

Title: Deputy Clerk

CONTRACTOR: CROFT CONTRACTING INC.

By: [Signature]

Name: CHUCK CROFT

Title: PRESIDENT



ATTEST:

[Signature]

Name: DANA DOLBOW

(Please Type)

Title: Asst. Sec.

Document 00490 - Notice of Award

TO:

PROJECT DESCRIPTION: Construction of C-470 SIDEWALK ITB# 143-0-2009/AT

The COUNTY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated 11-5-2009, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Two hundred ninety nine thousand, five hundred ninety dollars and 05/100 Dollars (\$ 299,590.05)

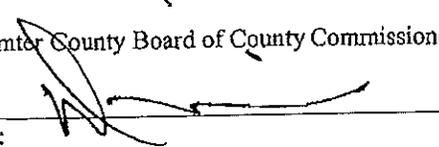
You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within fourteen (14) calendar days from the date of this Notice.

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 29 day of Dec, 2009

Sumter County Board of County Commissioners

By: 

Chairman

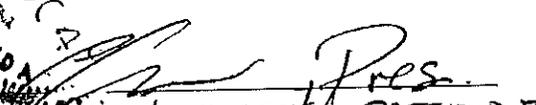
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

On the 10th day of Dec, 2009


By: CHUCK CROFT, PRESIDENT
Company:

CROFT CONTRACTING INC.
POST OFFICE BOX 1594
INVERNESS, FL 34451



Document 00510 - Notice to Proceed

Date:

Project: C-470 SIDEWALK ITB# 143-0-2009/AT

You are hereby notified to commence WORK in accordance with the Agreement dated 12-29-2009 on or before 1-11-2010, and you are to complete the WORK by 4-10-2010.

OWNER: SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Chairman

ACCEPTANCE OF NOTICE

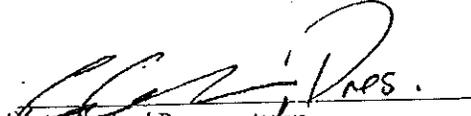
Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by:

CONTRACTOR:

this the 10TH day
of DECEMBER, 2009



By: 
Authorized Representative
STUCK CROFT, PRESIDENT
Title:

Document 00003 - Certification Page

CONTRACT DOCUMENTS FOR
CONSTRUCTION OF LAKE PANASOFFKEE TRAIL
(a.k.a C-470 Sidewalk)

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.

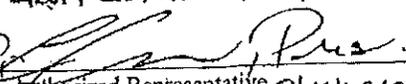
I further certify that I have received a copy of these contract documents and any additional information referenced to be a part thereof.

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

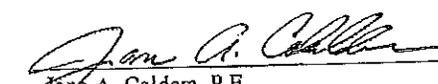


Authorized Representative

CONTRACTOR
KROFT CONTRACTING INC.

Authorized Representative CHUCK KROFT, PRES.



ENGINEER
Volkert & Associates, Inc.



Jane A. Caldera, P.E.

Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 54-180114

CONTRACTOR NAME: Croft Contracting, Inc.

CONTRACTOR ADDRESS: 2271 N. Florida Ave.
Hernando, FL 34442

CONTRACTOR PHONE NO: (352) 860-1202

SURETY COMPANY: United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52401 (319) 399-5700

OWNER NAME: Sumter County Board of County Commissioners

OWNER ADDRESS: 910 N Main St.
Bushnell, FL 33513

OWNER PHONE NO.: (352) 793-0200

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: \$299,590.05

CONTRACT NO.: (If applicable) ITB 143-0-209/AT

DESCRIPTION OF WORK: C-470 Sidewalk

PROJECT LOCATION: County Road 470, Lake Panasoffkee, Sumter Co., FL

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed there on.

Document 00610 - Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

Croft Contracting, Inc.

(Name of Contractor)

2271 N. Florida Ave., Hernando, FL 34442

(Address of Contractor)

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

Principal and United Fire & Casualty Company

(Name of Surety)

118 Second Avenue SE, Cedar Rapids, IA 52401

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Sumter County Board of County Commissioners

(Name of Owner)

910 N. Main St., Bushnell, FL 33513

(Address of Owner)

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.

*Two Hundred Ninety Nine Thousand Five Hundred Ninety and 05/100 ** 299,590.05

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the 29th day of Dec., 2009, a copy of which is hereto attached and made a part hereof, for the construction of: C-470 SIDEWALK.

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.

IN WITNESS WHEREOF, this instrument is executed in (5) counterparts, each one of which shall be deemed an original, this the 29th day of Dec., 2009.

ATTEST:

[Signature]
(Principal) Secretary

(SEAL)

[Signature]
Witness as to Principal

P.O. Box 1594
INVERNESS, FL 34451

Croft Contracting, Inc.
Principal

BY [Signature]

2271 N. Florida Ave., Hernando, FL 34442
Address

ATTEST:

[Signature]
Witness as to Surety Christine E. Culp

Florida Surety Bonds, Inc.

620 N. Wymore Rd., Ste.200, Maitland, FL 32751

United Fire & Casualty Company
Surety

By [Signature]
Attorney-in-fact Patricia L. Slaughter*

118 Second Avenue SE, Cedar Rapids, IA 52401
Address

* & FL Licensed Resident Agent (407) 786-7770

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.

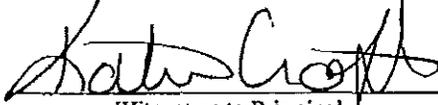
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ATTEST


(Principal) Secretary

(SEAL)



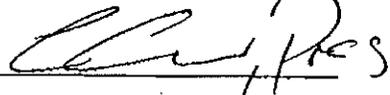
Witness as to Principal

P.O. Box 1594

INVERNESS, FL 34451
(Address)

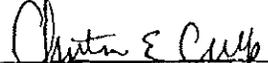
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Principal

BY 

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ATTEST:



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United Fire & Casualty Company

Surety

By 

Patricia L. Slaughter*, Attorney-in-fact
118 Second Avenue SE, Cedar Rapids, IA 52401
Address

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UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M DONAHUE, OR KIM E NIV, OR JEFFREY W REICH, OR SUSAN L REICH, OR TERESA L DURHAM, OR PATRICIA L SLAUGHTER, OR J GREGORY MACKENZIE, OR GLORIA A RICHARDS, OR DON BRAMLAGE, OR LISA ROSELAND ALL INDIVIDUALLY of MAITLAND FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 27th day of January, 2009



UNITED FIRE & CASUALTY COMPANY

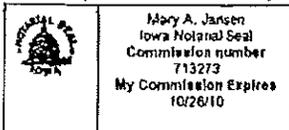
By Dennis J. Richmann

Vice President

State of Iowa, County of Linn, ss:

On 27th day of January, 2009, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation 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.



Mary A. Jansen

Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 29th day of December 2009.

David A. Jansen

Secretary

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53589

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

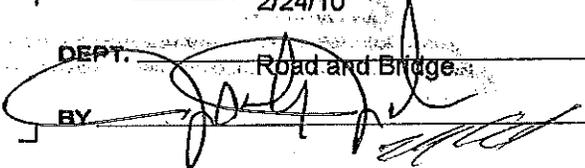
BUSHNELL, FLORIDA 33513-9402

TO

Volkert & Associates, Inc.
3409 West Lemon Street
Tampa, FL 33609-1433

DATE 2/24/10

DEPT. Road and Bridge

BY 

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
106-340-541-6581	9	1	C-470 N Lake Panasoffkee Outlet Bridge to SR 44 CEI On 3/25/08 the BOCC approved and executed a Continuing Engineering Service Contract with Volkert, Inc.	\$115,000.00	\$115,000.00
TERMS:				TOTAL	\$115,000.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

DISTRIBUTION:

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: _____ DATE: _____

- OFFICER OR DEPT. HEAD
- 1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
- 2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
- 3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
- 4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Warnock, Denise

From: Caldera, Jane [jcaldera@volkert-tampa.com]
Sent: Monday, January 11, 2010 1:18 PM
To: Warnock, Denise; Stevens, Bill
Cc: Kuhl, Gary; Dabkowski, Jerry A.
Subject: Additional ARRA Resurfacing Projects

Denise,

The 2 additional ARRA projects that are in final stages of the approval progress with FDOT/FHWA are C-470 and C-476E.

The estimated budgets for Construction and CEI are summarized below:

FPN # 428095-1-58-01

Project: C-470 N 106-340-541-6561

County: Sumter

Limits: Lake Panasoffkee Outfall Canal ^{let Bridge} to SR 44

Scope of Work: Resurface, rehabilitate, remark and sign the existing traveled way and upgrade the existing guardrail where warranted. Add 2 foot paved should on each side of the roadway.

Estimated Construction Costs: \$1,537,570

Estimated CEI Costs: \$115,000

FPN # 428096-1-58-01

Project: C-476E

County: Sumter

Limits: US 310 to SR 471

Scope of Work: Resurface, rehabilitate, remark and sign the existing traveled way and upgrade the existing guardrail where warranted. Add 2 foot paved should on each side of the roadway.

Estimated Construction Costs: \$1,173,238

Estimated CEI Costs: \$80,000

Please let me know if you need anything further for your reporting.

Regards,

Jane

Jane A. Caldera, P.E.
Director of Traffic/Civil Department

Volkert, INC.

3409 W Lemon Street

Tampa, FL 33609

ofc: 813-875-1365

cell 813-781-4424

fax: 813-875-4326

jane.caldera@volkert.com

<http://www.volkert.com/>

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1/14/2010

PURCHASE ORDER

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53590

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TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

Volkert & Associates, Inc.
3409 West Lemon Street
Tampa, FL 33609-1433

DATE 2/24/10
DEPT. Road and Bridge
BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
106	340-541-8586	1	C-476 E - US 301 to SR 471 CEI On 3/25/08 the BOCC approved and executed a Continuing Engineering Service Contract with Volkert, Inc.	\$80,000.00	\$80,000.00
TERMS:				TOTAL	\$80,000.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

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CEI

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Regards,

Jane

Jane A. Caldera, P.E.

Director of Traffic/Civil Department

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jane.caldera@volkert.com

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