

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Award and enter into contract with C.W. Roberts Construction, Inc. for ITB 148-0-2010/AT C-470 Resurfacing Lake Panasoffkee Outfall Canal to SR 44 (Staff recommends approval)

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

Work Session (Report Only) **DATE OF MEETING:** 4/13/2010
 Regular Meeting Special Meeting

CONTRACT: N/A

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

Effective Date: 4/13/2010

Termination Date: 9/24/2010

Managing Division / Dept:

County Administrator

BUDGET IMPACT: \$1,131,760.00

Annual

FUNDING SOURCE:

Secondary Trust Fund

Capital

EXPENDITURE ACCOUNT:

106-340-541-6561

N/A

HISTORY/FACTS/ISSUES:

ITB 148-0-2010/AT Resurfacing Lake Panasoffkee Outfall Canal to SR 44 was broadcast on 1-26-2010. Bids were due on 2-25-2010 at 10:00am and were opened at 10:05am in Room 142, located at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Six bids were received and are listed in order from the lowest to highest price: 1. C.W. Roberts Contracting, Inc. \$1,131,760.00; 2. D.A.B. Constructors, Inc. \$1,188,888.88; 3. Pave Rite Incorporated \$1,312,000.00; 4. Middlesex Corporation \$1,509,650.25; 5. Russell Engineering Incorporated \$1,562,932.90; 6. Professional Dirt Services, Inc. \$1,580,200.75.

The Selection Review Committee met on 3-4-2010 at 10:00am in Room 142 to discuss and review the six submitted bids. The Selection Committee agreed that C.W. Roberts Construction, Inc. had the lowest priced bid and provided a complete bid packet.

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

This project is scheduled to start construction no later than April 27, 2010 with a 150 day construction completion date of September 24, 2010.

Attached is the legal ad information, minutes, C.W. Roberts Contracting, Inc. contractor checklist, the bid packet from C.W. Roberts Contracting, Inc., the Notice of Award, the Notice to Proceed, the Contract, the Performance Bond, and the Payment Bond.

NOTICE IS HEREBY GIVEN that the Sumter County Board of County Commissioners hereby seeks competitive bids for C-470 Resurfacing from the Lake Panasoffkee Outfall Canal Bridge to SR 44. All bids submitted must be in a sealed envelope marked "Sealed Bid for C-470 Resurfacing, ITB#148-0-2010/AT", and must be received by the Budget & Purchasing Department at the County Commissioners Office, 910 North Main Street, Room 220, Bushnell, FL 33513 by 10:00 a.m. on February 25, 2010. Bids will be opened in the Sumter County Offices, Room 142, at 10:05 a.m. on February 25, 2010. The bids will be reviewed by staff for completeness with a Selection Review Committee Meeting on March 4, 2010, at 10:00 a.m. at the Sumter County Offices, Room 142. Bids will be presented to the County Commission for award during the County Commission Meeting on April 13, 2010.

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

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

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

Plans and specifications will be available on Demand Star.

The last day for questions will be February 16, 2010 at 5:00pm. All questions must be submitted in writing to Mrs. Amanda Taylor via fax at 352-793-0207 or email at Amanda.taylor@sumtercountyfl.gov. Questions will not be answered in person or over the telephone.

There will be a mandatory **pre-bid meeting** for this project at Sumter County Public Works Offices at 2:00 pm on February 9, 2010.

DATED this 26th Day of
January, 2010
SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS
#210495 JANUARY 26, 2010
FEBRUARY 2, 2010

NOTICE IS HEREBY GIVEN that the Sumter County Board of County Commissioners hereby seeks competitive bids for C-470 Resurfacing from the Lake Panasoffkee Outfall Canal Bridge to SR 44. All bids submitted must be in a sealed envelope marked "Sealed Bid for C-470 Resurfacing. ITB#148-0-2010/AT", and must be received by the Budget & Purchasing Department at the County Commissioners Office, 910 North Main Street, Room 220, Bushnell, FL 33513 by 10:00 a.m. on February 25, 2010. Bids will be opened in the Sumter County Offices, Room 142, at 10:05 a.m. on February 25, 2010. The bids will be reviewed by staff for completeness with a Selection Review Committee Meeting on March 4, 2010, at 10:00 a.m. at the Sumter County Offices, Room 142. Bids will be presented to the County Commission for award during the County Commission Meeting on April 13, 2010.

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DATED this 26th Day of January, 2010
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

ADVERTISED: JANUARY 26, 2010 AND FEBRUARY 2, 2010

ITB 148-0-2010/AT C-470 Re-surfacing Lake Panasoffkee Outfall Canal Bridge to SR 44 Mandatory Pre Bid Meeting held on February 9, 2010 at 2:00pm in the Public Works Conference Room located at 319 East Anderson Avenue, Bushnell, FL 33513.

Amanda Taylor and Dale Parrett were present to represent staff. Jane Caldera with Volkert was present as the engineer of record.

Amanda reviewed the due dates for the bid as follows: last day for questions 2-16-2010 at 5pm, bids due 2-25-2010 at 10am and will be opened at 10:05am in Room 142, Selection Review meeting will be held on 3-4-2010 at 10am in Room 142, and a recommendation of award will be made to the Sumter County Board of County Commissioners on 4-13-2010.

Amanda stated this meeting was mandatory and a sign in sheet was being passed around. Amanda stated if a company was present but did not sign in their bid would be rejected. Amanda stated each contractor must be either Sumter County or FDOT pre-qualified. Amanda reviewed a question that was asked prior to the meeting as follows: What is the budget estimate and bonding requirements? The budget estimate is not available at this time and the bonding requirements are listed in the 00200 document within the bid. Amanda then turned the meeting over to Jane.

C-470

Jane stated this was a Federal Stimulus funded project. Jane pointed out a few highlights on the plans as follows:

- No design survey was done for this project, therefore all quantities were approximated.
- The awarded contractor will be responsible for having a surveyor stake the project from begin to end. The contractor will be responsible the creation and submittal of a record drawing that identifies/locates all new and/or existing guardrails, all existing cross drains/headwalls, all new and/or regulatory signage and the limits the new pavement and corresponding pavement markings.
- A 1" mill depth is called for to avoid hitting the petro mat.
- Pay item notes have been identified to cover any issues that arise to maintain cross slopes or fill in deep ruts or cracks.
- The new shoulders for this project will have standard slopes.
- Salvage materials - the signs and guardrail should be salvaged and returned to Sumter County, no millings will be returned to Sumter County.
- Testing will be completed by Sumter County.
- A pay item is listed for one double box culvert.
- The MOT is a lump sum pay time and should include all required traffic contrail including variable message signs.
- As this is a Federal Stimulus project the prime contractor and all subcontractors must adhere to all required reporting per FHWA 1273 (see

Bid Document, Division B, Section 2). All subcontractor agreements must contain FHWA 1273.

Jane asked the attendees if they had any questions regarding this project. One question was raised regarding the asphalt mix and the use of RAP materials in the friction course. Jane said asphalt mix specification, as contained the bid document, prohibits the use of RAP in the friction course, but she would check with FDOT to see if FDOT's newer specification could allowed under this contract. Amanda stated that if there were changes to the asphalt mix specification it would be issued in an addendum and posted on Demand Star.

The meeting adjourned at 2:11pm.

ITB 148-0-2010/AT C-470 Resurfacing from the Lake Panasoffkee Outfall Canal Bridge to SR 44 bid opening held on 2/25/2010 at 10:05am in Room 142 located at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Amanda Taylor and Bill Stevens were present to represent the County.

Amanda stated the Selection Committee would meet on 3-4-2010 at 10:00am in Room 142 to make a recommendation of award to the Sumter County Board of County Commissioners. The Board would vote to award contract on 4-13-2010. Amanda stated there is one addendum to be acknowledged, 1 original packet, 3 copies, and 1 electronic version of the bid to be submitted.

Amanda stated the bids were being opened in no particular order as follows:

1. Pave-Rite, Inc. – all packets included, Addendum 1 acknowledged, base price listed as \$1,312,000.00
2. Professional Dirt Services, Inc. – all packets included, Addendum 1 acknowledged, base price listed as \$1,580,200.75
3. The Middlesex Corporation – all packets included, Addendum 1 acknowledged, base price listed as \$1,509,650.25
4. Russell Engineering, Inc. – all packets included, Addendum 1 was not properly acknowledged, base price listed as \$1,562,932.90
5. C.W. Roberts Contracting, Inc. – all packets included, Addendum 1 acknowledged, base price listed as \$1,131,760.00
6. D.A.B. Constructors, Inc. – all packets included, Addendum 1 acknowledged, base price listed as \$1,188,888.88

Bill stated the ranking is #1 C.W. Roberts, Inc.; #2 D.A.B. Constructors, Inc.; #3 Pave-Rite, Inc.

Amanda stated the bids would be reviewed for completeness and discussed by the Selection Committee on 3-4-2010.

The meeting adjourned at 10:15am.

ITB 148-0-2010/AT C-470 Resurfacing from the Lake Panasoffkee Outfall Canal Bridge to SR 44 Selection Review Committee held on 3-4-2010 at 10:00am in Room 142 at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Amanda Taylor, Bill Stevens, and Dale Parrett were present to represent county staff. Jane Caldera, with Volkert Engineering, the engineer of record, joined the meeting via conference call.

Amanda stated following this meeting a recommendation would be made to the Sumter County Board of County Commissioners on 4-13-2010.

Dale stated he found a calculation error with Pave-Rite, Inc. but it still placed them in third.

Jane confirmed C.W. Roberts Contracting, Inc. submitted a complete and accurate proposal being the lowest bidder listed at \$1,131,760.00.

Bill made a motion to recommend award to C.W. Roberts Contracting, Inc. in the amount of \$1,131,760.00 to the Sumter County Board of County Commissioners. Dale seconded the motion. All were in favor with none opposed.

The meeting adjourned at 10:03am.

C-470 Resurfacing

Bid Review: Thursday, 3/4/2010 at 10:00am

Contractor: CW Roberts Contracting, Inc.

Received timely: prior to 10:00 am on 2/25/2010 2/25/2010 @ 9:32am

Attended Mandatory Pre-Bid Meeting on 2/9/2010

Submitted in sealed envelope addressed properly:
Sumter County Board of County Commissioners
Budget & Purchasing Department
910 North Main Street, Room 201
Bushnell, FL 33513

Sealed envelope plainly marked on outside as:
"Sealed Bid for C-476E Resurfacing
ITB 149-0-2010/AT

Envelope shall bear on the outside:
Bidder's name
Address
License No if applicable
Name of Project

If forwarded by mail, sealed envelope containing bid must be
Sumter County Commissioners
Budget & Purchasing Department
910 North Main Street, Room 201
Bushnell, FL 33513

Certificate page signed 00003

Bid must be on required bid form 00300
All blank spaces for bid prices must be filled in, in ink or typed:
Bid form fully completed and executed:

Executed bid package which includes:
Bid form 00300
* Bid bond 00410
subcontractors and Suppliers (Name, Town, State) 00430
Public Entity Crime statement 00481
Trench Safety Act 00485
Compliance with
Federal Req. 00211
Notice of Receipt of Addendum #1:
(Copy of Addendums to Engineers)

* Bid bond shall equal or exceed the requirements as presented in the provided bond document
Payable to owner for 5% of total bid amount (Certified check can be substituted)
If not on supplied form will be reviewed by County Attorney

Document 00003 - Certification Page

CONTRACT DOCUMENTS FOR
CONSTRUCTION OF C-470

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.

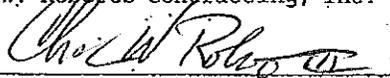
I further certify that I have received a copy of these contract documents and any additional information referenced to be a part thereof.

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."

SUMNER COUNTY BOARD OF COUNTY COMMISSIONERS

Authorized Representative

CONTRACTOR
C. W. Roberts Contracting, Inc.



Authorized Representative
Charles W. Roberts III, President

ENGINEER
Volkert & Associates, Inc.

Gerald A. Dabkowski, P.E.

Document 00211 - Contractor Compliance with all Applicable Federal Requirements

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

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

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

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

Submitted, signed and sealed this 25th day of February 2010.

Contractor C. W. Roberts Contracting, Inc.

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

ATTEST:

Jerry Leslie
Signature Seal
Jerry Leslie, Secretary

End of section

*Must be submitted with bid documents.

Document 00300 - Bid Form

Made by:

Address:

TO:

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

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

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

One million One Hundred Thirty One Thousand Seven Hundred Sixty Dollars (Base Bid)

(\$ 1,131,760⁰⁰).

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

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

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

ADDENDUM RECEIPT

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

Addendum No. <u>1</u> Date <u>2/25/10</u>	Addendum No. _____ Date _____
Addendum No. _____ Date _____	Addendum No. _____ Date _____
Addendum No. _____ Date _____	Addendum No. _____ Date _____
Addendum No. _____ Date _____	Addendum No. _____ Date _____
Addendum No. _____ Date _____	Addendum No. _____ Date _____

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

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

Respectfully submitted

ATTEST:

C. W. Roberts Contracting, Inc.
CONTRACTOR

(Person who Examined Documents
& Inspected the Project Site)

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

DATE: February 25, 2010
(Seal if Bid is by a Corporation)

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

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

Document 00350 - Bid Schedule

VOLKERT					
SUMMARY OF QUANTITIES					
Description: C-470 RESURFACING			Sheet No: 1 of 1		
County: SUMNER			Designer: DN Date: 1-21-10		
			Checker: JAC Date: 1-21-10		
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	ROADWAY				
104-10-2	SYNTHETIC BALES	EA	1,120	0.10	112.00
104-13-1	STACKED SILT FENCE TYPE III	LF	56,000	0.65	36,400.00
*	FDEP/NPDES PLAN & PERMIT	LS	1	1,000.00	1,000.00
110-1-1	CLEARING AND GRUBBING	AC	6.0	750.00	3,750.00
110-86	DELIVERY OF SALVAGEABLE MATERIAL TO COUNTY	LS	1	1,500.00	1,500.00
120-1	EXCAVATION, REGULAR	CY	1,735	5.00	8,675.00
285-701	OPTIONAL BASE GROUP 1	SY	13,252	14.50	192,154.00
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)	SY	74,970	0.65	48,730.50
334-1-13	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) - 1"	TN	4,125	65.00	268,125.00
337-7-32	ASPHALTIC CONG. FRICTION COURSE TRAFFIC C, FC-9.5 - 1"	TN	4,465	79.00	352,735.00
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	105.0	100.00	10,500.00
430-94-1	DESILTING PIPE, 0 - 24"	LF	715	5.00	3,575.00
430-94-3	DESILTING PIPE, 37 - 48"	LF	125	10.00	1,250.00
430-950	DESILT CONCRETE BOX CULVERT	CY	22	175.00	3,850.00
536-1-1	GUARDRAIL, ROADWAY	LF	2,328	13.00	30,238.00
536-73	GUARDRAIL, REMOVAL	LF	176	5.00	880.00
536-85-22	GUARDRAIL END ANCHORAGE ASSEMBLY, FLARED	EA	16	1,650.00	26,400.00
570-1-2	PERFORMANCE TURF (SOD)	SY	12,455	1.80	22,419.00
700-20-11	SINGLE POST SIGN, F & I, LESS THAN 12 SF	AS	36	160.00	5,760.00
700-20-60	SINGLE POST SIGN, REMOVE	AS	36	15.00	540.00
**	MULTI-POST SIGN, F & I, 50 SF OR LESS (Special Project ID Sign)	AS	2	1,000.00	2,000.00
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	31,000.00	31,000.00
711-11-111	THERMOPLASTIC (STD) (WHITE) (SOLID) (6")	NM	10.0	2,950.00	29,500.00
711-11-125	THERMOPLASTIC (STD) (WHITE) (SOLID) (24")	LF	84	6.00	504.00
711-11-211	THERMOPLASTIC (STD) (YELLOW) (SOLID) (6")	NM	5.6	2,950.00	16,225.00
711-11-231	THERMOPLASTIC (STD) (YELLOW) (SKP) (6")	CM	3.6	1,125.00	3,937.50
101-1	MOBILIZATION	LS	1	15,000.00	15,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	15,000.00	15,000.00
				TOTAL:	1,131,760.00

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

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

CONTRACTOR Charles W. Roberts III
BY: Charles W. Roberts III
TITLE: President
DATE: February 25, 2010

*Must be submitted with BID

Document 00481 - Public Entity Crimes

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

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

No. ITB #148-0-2010/AT

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

[Name of entity submitting sworn statement]

whose business address is 3372 Capital Circle NE, Tallahassee, FL 32308

and (if applicable) its Federal Employer Identification Number (FEIN) 59-1683951

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

3. My name is Charles W. Roberts III and

[Please print name of individual signing]

my relationship to the entity named above is President

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].

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

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

___ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

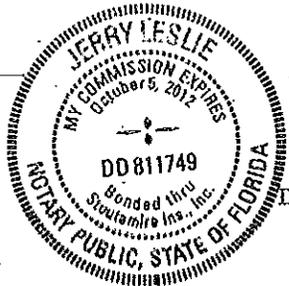
Charles W. Roberts III
[signature] Charles W. Roberts III

Date: February 25, 2010
STATE OF FLORIDA
COUNTY OF SUMTER

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Charles W. Roberts III who, after first being sworn by me, affixed his/her signature in the space provided above on this 25th day of Feb., 2010

Jerry Leslie
NOTARY PUBLIC
My commission expires: 10/05/12



Document 00485 - Trench Safety Statement

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

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

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

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

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

Submitted, signed and sealed this 25th day of February 2010.

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

ATTEST:


 Signature Seal
 Jerry Leslie, Secretary

NOTE:

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

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

Outline of Alternate Method:

Submitted, signed and sealed this 25th day of Feb., 2010.

C. W. Roberts Contracting, Inc.

Contractor

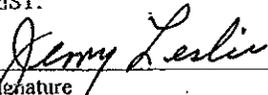
By: 

Name Charles W. Roberts III Title President

3372 Capital Circle NE, Tallahassee, FL 32308

Business Address

ATTEST:


Signature
Jerry Leslie, Secretary

Seal

End of section

*Must be submitted with bid documents.

Document 00410 - Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, C.W. Roberts Contracting, Inc. as Principal, and as Surety, are hereby held and firmly bound unto Sumter County Board of County Commissioners as COUNTY in the penal sum of 5% of Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 25th day of February, 2010. The Condition of the above obligation is such that whereas the Principal has submitted to Sumter County a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for C-470..

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

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

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

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

Mastera Surety Company

Surety

By: William F. Stoutanire
William F. Stoutanire - Attorney-in-Fact
Florida Resident Agent - Lic. # A255913

IMPORTANT:

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

William F Stoutamire, Individually

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat

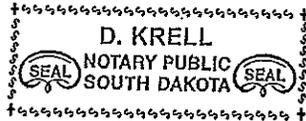
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of FEBRUARY, 2010.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



Florida Department of Transportation

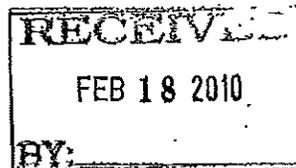
CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

February 16, 2010

ROBERTS, C.W., CONTRACTING, INC.
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308



RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 3/30/2011. However, the new application is due 1/31/2011.

In accordance with 8.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

MAXIMUM CAPACITY RATING:

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, LANDSCAPING, MINOR BRIDGES, PORTLAND CEMENT CONCRETE

FDOT APPROVED SPECIALITY CLASSES OF WORK:

NONE

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager
Contracts Administration Office

JM:cj

PRODUCER

MCGRUFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202
800-476-2211

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

Company A Travelers Indemnity Company

Company B Travelers Prop. Casualty Co. of America

Company C Charter Oak Fire Insurance Company

Company D Navigators Insurance Company

Company E

INSURED

C.W. Roberts Contracting, Inc.
P.O. Box 188
Hosford, FL 32334

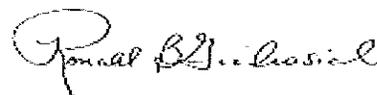
This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input checked="" type="checkbox"/> Project <input type="checkbox"/> Location	VTC2KCO1098A434	09/30/2009 09/30/2010	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ 300,000
				MEDICAL EXPENSE	\$ 5,000
				PERS. AND ADVERTISING INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles <input checked="" type="checkbox"/> Excess Automobile-\$1,000,000 CSL	VTC2JCAP5786B95A AR6460150 - Colony National Insurance Company	09/30/2009 09/30/2010	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE	
				COLLISION	
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	VTC2OUB4529B633	09/30/2009 09/30/2010	WC Statutory Limit <input checked="" type="checkbox"/> Other <input type="checkbox"/>	
				EL EACH ACCIDENT	\$ 1,000,000
				EL DISEASE (Each employee)	\$ 1,000,000
				EL DISEASE (Policy Limit)	\$ 1,000,000
D	EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	SF09EXC094572NV	09/30/2009 09/30/2010	EACH OCCURRENCE	\$ 5,000,000
				AGGREGATE	\$ 5,000,000
					\$
					\$
					\$
					\$
					\$

CERTIFICATE HOLDER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative



Evidence of Insurance

Document 00490 - Notice of Award

TO:

C-470

PROJECT DESCRIPTION: Construction of ~~C-476W~~ ITB#148-0-2010/AT

The COUNTY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated 1-26-2010, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of One million one hundred thirty one thousand seven hundred sixty and 00/100 Dollars (\$ 1,131,760.00)

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

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

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

Dated this __ day of _____, 20__.

Sumter County Board of County Commissioners

By:

Chairman

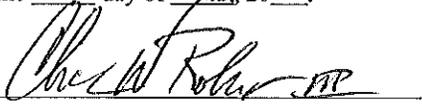
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

this the 31st day of MAY, 2010.



By: Charles W. Roberts III, President
Company: C.W. Roberts Contracting, Inc.

Document 00510 - Notice to Proceed

Date:

Project: C-470 ITB#148-0-2010/AT

You are hereby notified to commence WORK in accordance with the Agreement dated 3-23-2010
on or before April 27, 2010, and you are to complete the WORK by September 24, 2010.
(150 calendar days)

OWNER: SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by:

CONTRACTOR: C.W. Roberts Contracting, Inc.

this the 31st day

of MARCH, 2010

By: 
Authorized Representative

Title: Charles W. Roberts III, President

Document 00500 - Agreement

THIS AGREEMENT, made this 22nd day of March 2000 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-470.

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 One million one hundred thirty one thousand seven hundred sixty and 00 /100 DOLLARS (\$1,131,760.00).

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: Sumter County Board of County Commissioners.

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

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

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

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

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

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

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

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

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

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

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

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST:

Name: _____

(Please Type)

Title: _____

CONTRACTOR: C.W. Roberts Contracting, Inc.

By: *Charles W. Roberts III*

Name: Charles W. Roberts III

Title: President

(SEAL)

ATTEST:

Jerry Leslie

Name: Jerry Leslie

(Please Type)

Title: Secretary

Document 00610 -- Performance Bond

KNOW ALL MEN BY THESE PRESENTS; that

C.W. Roberts Contracting, Inc.

(Name of Contractor)

3372 Capital Circle NE, Tallahassee, FL 32308

(Address of Contractor)

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

Principal and See Addendum #1

(Name of Surety)

See Addendum #1

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Sumter County Board of County Commissioners

(Name of Owner)

910 North Main Street, Bushnell, Florida 33513

(Address of Owner)

One million one hundred thirty-one thousand seven hundred sixty dollars (\$1,131,760.00) hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the 23rd day of March, 2009; a copy of which is hereto attached and made a part hereof, for the construction of: C-470

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 (3) counterparts, each one of which shall be deemed an original, this the 23rd day of March, 2008, 10

ATTEST:

Jerry Leslie
(Principal) Secretary
(SEAL)

C.W. Roberts Contracting, Inc.
Principal

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

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

Tallahassee, FL 32308

ATTEST:

Alice S. Daniels
Witness as to Surety
Alice S. Daniels
20158 NE John G. Bryant Rd.
Blountstown, FL 32424

See Addendum #1

Surety
By William F. Stoutamire
Attorney-in-fact WILLIAM F. STOUTAMIRE
PO Box 360
Address

Blountstown - FL 32424
FLORIDA RESIDENT AGENCY - LIC.#: A255913

NOTE:

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

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

ADDENDUM #1

The following are the Surety Companies for this project:

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

Phone #: 1-206-545-5000

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

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

Phone #: 1-605-336-0850

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



POWER OF ATTORNEY

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

KNOW ALL BY THESE PRESENTS:

No. 13377

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

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

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

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

this 11th day of March, 2008

Handwritten signature of Stephanie Daley-Watson

Handwritten signature of Tim Mikolajewski

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

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

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

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

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

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

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

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

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

this 23rd day of March, 2010



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

William F Stoutamire, Individually

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Brufat

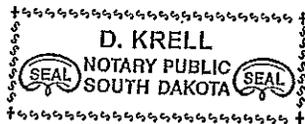
Paul T. Brufat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of MARCH, 2010.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Document 00620 -- Payment Bond

KNOW ALL MEN BY THESE PRESENTS; that

C.W. Roberts Contracting, Inc.

(Name of Contractor)

3372 Capital Circle NE, Tallahassee, FL 32308

(Address of Contractor)

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

Principal and See Addendum #1

(Name of Surety)

See Addendum #1

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Sumter County Board of County Commissioners

(Name of Owner)

910 North Main Street, Bushnell, Florida 33513

(Address of Owner)

One million one hundred thirty-one thousand seven hundred sixty dollars (\$1,131,760.00) hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the 23rd day of March, 2008, a copy of which is hereto attached and made a part hereof, for the construction of C-470.

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this the 23rd day of March, 2009, 10

ATTEST:

Jerry Leslie
(Principal) Secretary
(SBAL)

C.W. Roberts Contracting, Inc.
Principal

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

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

Tallahassee, FL 32308

ATTEST:

Alice S. Daniels
Witness as to Surety
Alice S. Daniels
20158 NE John G. Bryant Rd.
Blountstown, FL 32424

See Addendum #1

Surety
By William F. Stoutamire
William F. Stoutamire Attorney-in-fact
PO BOX 360
Address

Blountstown - FL 32424
FLORIDA RESIDENT ABOUT - LIC.#: A255913

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

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

ADDENDUM #1

The following are the Surety Companies for this project:

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

Phone #: 1-206-545-5000

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

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

Phone #: 1-605-336-0850

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



POWER OF ATTORNEY

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

KNOW ALL BY THESE PRESENTS:

No. 13377

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

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

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

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

this 11th day of March 2008

Handwritten signature of Stephanie Daley-Watson

Handwritten signature of Tim Mikolajewski

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

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

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

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

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

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

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

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

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

this 23rd day of March 2010



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

William F Stoutamire, Individually

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

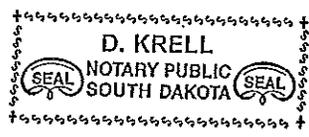
Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of MARCH, 2010.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary