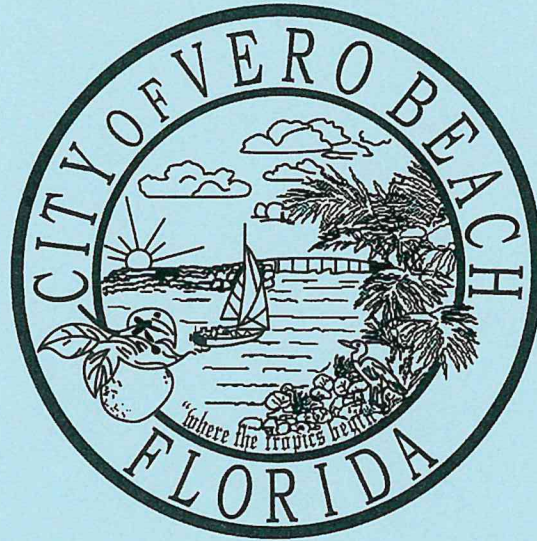


**City of Vero Beach**



**CITY OF VERO BEACH, FLORIDA**

**ANNUAL STREET RESURFACING**

**BID 140-2019/JO**

**CONTRACT 26-2019**

**C.W. ROBERTS CONTRACTING, INC  
(Formally Mancil's Tractor, Inc)**

**NOVEMBER 2019**

CITY OF VERO BEACH

**ANNUAL STREET RESURFACING**

**BID NO. 140-19/JO**

PREPARED BY

PURCHASING DIVISION

COUNCIL MEMBERS

MAYOR – VAL ZUDANS

VICE MAYOR – ANTHONY W. YOUNG

ROBERT BRACKETT

HARRY HOWLE III

LAURA MOSS

CHARTER OFFICERS

CITY MANAGER – MONTE K. FALLS

CITY CLERK - TAMMY K. BURSICK

CITY ATTORNEY – JOHN S. TURNER

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**CITY OF VERO BEACH, FLORIDA**

**INVITATION TO BID  
BID NO. 140-19/JO**

Sealed Bids will be received by the Manager of Purchasing, 1053 20th Place, Vero Beach, Florida, 32960, until 2:30 p.m., Thursday, September 5, 2019, and subsequently opened in a meeting to be held in the Finance Conference Room for the following:

**ANNUAL STREET RESURFACING  
PUBLIC WORKS DEPARTMENT**

Bid Documents may be obtained from DemandStar.com, Inc. at <http://WWW.Demandstar.com>, Telephone No. (206) 940-0305. All inquiries shall be directed to the office of the Manager of Purchasing at (772) 978-5470.

All Bids shall be submitted in duplicate (one original and one copy) on the Bid Proposal forms provided within the Specifications and **provide one (1) USB drive that contains "all" of your documentation included in the original bid in a pdf format.** A Bid Bond must accompany each Bid and be properly executed by the Bidder and by a qualified Surety, or a certified or cashier's check on any State or National Bank, or an irrevocable letter of credit, in the sum of not less than five percent (5%) of the total amount Bid, made payable to the City of Vero Beach. This Bid Bond will guarantee that the Bidder will not withdraw from the competition after the opening of Bids. In the event the Contract is awarded to the Bidder, said Bidder shall enter into a Contract, under the terms and conditions established herein, with the City and furnish the required Payment and Performance Bonds. Failure to do so will result in forfeiture of said Bid Bond as liquidated damages. The Bid Bond requirements shall be waived if the Bid is in a sum of less than \$25,000.

A Payment and Performance Bond for 100% of the Contract amount on the form provided by the City shall be used for contracts more than \$25,000. This Bond shall be from a Surety authorized to do business in the State of Florida and otherwise meeting the City's bond requirements. In place of the Bonds, an irrevocable letter of credit from a qualified lending institution acceptable to the City for 100% of the Contract amount may be submitted. If the Contract is awarded in a sum less than \$25,000, the Performance and Payment Bond requirement may be waived if permitted by law, in which case the cost of the Bond shall be deducted from the Contract price and only a single, final payment will be made.

All Bidders/Contractors submitting proposals must be authorized to do business in the State of Florida. If said Bidders/Contractors are a corporation, partnership or limited liability company, they must be in continuous good standing, active and current with state of their incorporation or registration and the State of Florida and must keep their active and current status throughout the term of the contract. Any business located within the city limits of Vero Beach must provide a copy of their business occupational license at the time of award.

Bids must be sealed and plainly marked “**BID NO. 140-19/JO ANNUAL STREET RESURFACING**” on the outside of the envelope and addressed as follows:

**By Mail:**

City of Vero Beach  
Manager of Purchasing  
P.O. Box 1389  
Vero Beach, FL 32961-1389

**By Courier:**

City of Vero Beach  
Manager of Purchasing  
1053 20th Place  
Vero Beach, FL 32960

The City reserves the right to delay awarding of the Contract for a period of sixty (60) days after Bid Opening, to waive informalities in any Bid, or reject any or all Bids in whole or in part with or without cause and/or to accept the Bid that, in its judgment, will serve the best interest of the City of Vero Beach, Florida. Notwithstanding any clause or statement to the contrary, or in the event of any conflict, inconsistency or need for interpretation concerning any Bid or Bid-related documents, the provisions of Section 2-351, Vero Beach Code concerning Bidding Procedures and this Invitation to Bid shall control in this order.

Issued at Vero Beach, Florida this 1<sup>st</sup> day of August, 2019

CITY OF VERO BEACH, FLORIDA

MONTE K. FALLS  
CITY MANAGER

## **CITY OF VERO BEACH, FLORIDA**

### **INSTRUCTIONS TO BIDDERS**

#### **1. GENERAL**

The following instructions are given for the purpose of guiding Bidders in properly preparing their Bids or proposals. These Instructions and the Invitation to Bid shall be binding on all Bidders, and incorporated into and made part of the Contract.

#### **2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

The Bidder is required, before submitting his Bid, to visit the Site of the proposed Work and familiarize himself with the nature and the extent of the Work and any surface and subsurface conditions that may in any manner affect the Work to be done, and the equipment, materials, and labor required, and the cost thereof. The Bidder is also required to examine carefully any and all Contract Documents. Ignorance on the part of the Bidder will in no way relieve him of the obligations and responsibilities assumed under the Contract. No information derived from maps, Drawings, Specifications, or from the City, shall relieve the Contractor from any risk or from fulfilling all terms of the Contract.

#### **3. INTERPRETATION OF THE APPROXIMATE QUANTITIES**

The Bidder's attention is called to the fact that any of the quantities of Work shown on the Bid Schedule are approximate only and not guaranteed. For each unit of Work contained in the Bid Schedule, the City has the right to require greater or fewer units of Work to be performed than the quantities listed.

#### **4. INTERPRETATIONS, INCONSISTENCIES AND ADDENDA**

The Bidder must request interpretations or clarifications regarding the Contract Documents and any Specifications received prior to Bid Opening, in writing from the Manager of Purchasing. To be considered, such request must be received at least four (4) days prior to Bid Opening. The Manager of Purchasing will notify all prospective Bidders of any and all interpretations and supplemental instructions. These notices shall be in the form of written Addenda. The failure of any Bidder to receive any such Addenda shall not relieve the Bidder from the obligation to comply with the terms of the Addenda in addition to all other Contract Documents, should the Bidder submit a Bid and become the Contract Awardee. All Addenda so issued shall become a part of the Contract Documents. The City shall not be bound by any oral interpretations or clarifications.

**By Mail:**  
City of Vero Beach  
Manager of Purchasing  
P.O. Box 1389  
Vero Beach, FL 32961-1389

Telephone: (772) 978-5470

**By Courier:**  
City of Vero Beach  
Manager of Purchasing  
1053 20th Place  
Vero Beach, FL 32960

E-mail: [purchase@covb.org](mailto:purchase@covb.org)

## 5. PREPARATION OF BIDS

All Bids shall include the Bid Proposal and such other forms and statements, such as the Questionnaire, and Bid Bond as are herein provided or otherwise required. The Bid Schedule must have all blank spaces filled in with a price for each lump sum item and for every item for which a quantity is given. All Bids must be typed or in ink and submitted in duplicate.

One Bid from any individual, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any individual, partnership, or corporation has an interest in more than one Bid for the Work contemplated, the City shall reject all Bids in which such individual, partnership, or corporation has such interest.

## 6. BID PRICING

The Bid price shall include the selling and delivering of all materials, equipment, tools, including applicable taxes, necessary or proper for the completion of the Work except as may be otherwise expressly provided for in the Contract Documents. The unit prices shall be construed as including all of Contractor's direct and indirect costs of doing the Work required, including such costs as insurance, obtaining required permits, testing, etc., unless otherwise expressly provided in the Contract Documents.

The Contractor shall familiarize himself with the requirements of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the City.

The City may consider Bids as nonresponsive if they contain serious omission, unauthorized alterations of form, unauthorized alternate Bids, incomplete or unbalanced Bid pricing (including via escalator clauses), or irregularities of any kind.

## 7. TIME OF COMPLETION

Time is of the essence. The Bidder shall include in the Bid Schedule the Time of Completion. The Time of Completion shall be stated as the total number of calendar days from and including the Commencement Date through the Completion Date. The City will consider the Time of Completion in evaluating the award of this Bid.

**8. SUBMISSION OF BIDS**

All Bid proposals must be delivered to the Manager of Purchasing, 1053 20th Place, Vero Beach, Florida, by the date and time indicated on the Invitation to Bid. Bidders must allow sufficient time for the Manager of Purchasing to time-stamp the sealed Bid by the time indicated in the Invitation to Bid.

All Bid proposals must be sealed in an envelope marked on the outside with Bidder's name, address, Bid number, description, and date.

**EXAMPLE: By Mail:**

City of Vero Beach  
Manager of Purchasing  
P.O. Box 1389  
Vero Beach, FL 32961-1389

**By Courier:**

City of Vero Beach  
Manager of Purchasing  
1053 20th Place  
Vero Beach, FL 32960

BID NO. 140-19/JO  
BID DESCRIPTION Annual Street Resurfacing  
BID DATE September 5, 2019 @ 2:30 p.m.

**9. FAMILIARITY WITH LAWS**

The Bidder is assumed to be familiar with all federal, state and local laws and regulations that may affect the Work. The Contract Documents may describe some of these laws and regulations; however, the Bidder is responsible for knowing and complying with any and all applicable laws and regulations. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

**10. REJECTION OF BIDS**

The City reserves the right to reject any Bid, if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the Work contemplated therein. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among the Bidders. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or irregularities of any kind. The City reserves the right to reject any or all Proposals and to waive such technical errors as may be deemed best for the interest of the City.

**11. WITHDRAWALS AND MODIFICATIONS**

Any Bidder may, without prejudice to himself, withdraw or modify his Proposal at any time prior to Bid Opening, by physically delivering written notice of withdrawal or the written modification in writing to the Manager of Purchasing.

All written requests for withdrawal and written modifications must be signed by a person duly authorized to make such withdrawal or modification; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification.

## **12. CONTRACT AWARD**

The Contract Awardee, if any, shall execute the Contract, furnish good and sufficient bonds as herein required, and provide a certificate of insurance as herein required, within ten (10) days after receiving the Contract for execution. If the Contract Awardee fails to execute the Contract or furnish the bonds within such time, the City may annul the award and award the Contract to another Bidder, or take any other actions as authorized under Chapter 2, Article VIII, Division 2, Section 2-351 of the Vero Beach Code, including the award of the Contract to another Bidder. The new Contract Awardee, if any, shall fulfill every stipulation embraced herein as if he were the original party to whom award was made.

If the Contract Awardee is a corporation, it shall furnish certificates as to its corporate existence and evidence that the officer signing the Contract is authorized to do so on behalf of the corporation, prior to the City's execution of the Contract.

## **13. SUBLETTING OR ASSIGNING OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or the Work provided for therein or of any part or all of his right, title or interest therein without the express written consent of the City. Any such attempt without the prior written consent of the City shall be void ab initio and shall allow the City, at its option, to void the Contract.

## **14. PATENT FEES, ROYALTIES AND LICENSES**

If the Contractor requires or desires to use any design, trademark, material or process covered by letters of patent or copyright, the Contractor and his Surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented designs, trademark, material or process in connection with the Work agreed to be performed under the Contract and shall indemnify the City from any costs, expense or damage which he may be obliged to pay by reason of any infringement at any time during the prosecution of, or after completion of, the Work.

## **15. PAYMENT AND PERFORMANCE BOND**

The Contractor shall furnish the Payment and Performance Bonds required herein, within ten (10) days of the execution of the Contract and before commencement of the Work. The Payment and Performance Bond shall ensure the payment of all of the debts the Contractor incurs under the Contract, for any goods, materials, equipment, services, or labor (other than labor furnished from any employee of the Contractor) provided to or on behalf of the Contractor and shall ensure that the Contractor performs any and all contractual

obligations, including with respect to any and all guarantees. The Bond shall continue in effect after completion and acceptance of the Work for the guarantee period provided in the Contract or by law, whichever is longer. Alternatively, the City in its sole discretion may allow the Contractor to terminate the initial Payment and Performance Bond and substitute it, before such termination, with a new Payment and Performance Bond for the guarantee period. In accordance with Florida Statute, Section 255.05(1)(a), when the City requires a Performance Bond, the City must ensure such Bond states:

1. The CONTRACTOR'S (a) NAME, (b) PRINCIPAL BUSINESS ADDRESS, and (c) PHONE NUMBER;
2. The SURETY;
3. The OWNER of the property being improved;
4. The CONTRACTING PUBLIC ENTITY;
5. The assigned CONTRACT NUMBER (by the Contracting Public Entity);
6. A DESCRIPTION OF THE PROJECT sufficient to identify it;
7. If applicable, (a) a PROPERTY DESCRIPTION and (b) STREET ADDRESS of the property being improved; and
8. A GENERAL DESCRIPTION of the IMPROVEMENT(S).

In addition, **prior to permitting work to commence**, the City must ensure:

1. The surety insurer is AUTHORIZED TO DO BUSINESS in the State of Florida;
2. The Contractor RECORDS (in the public records of the county where the improvement(s) is/are located) the Performance Bond; and
3. The Contractor (a) EXECUTES and (b) DELIVERS to the PUBLIC OWNER the Performance Bond to the City.

## 16. LIENS

Because the Work called for under the Contract is "public Work" under Chapter 255, Florida Statutes, the Contractor shall insert the following Article in all subcontracts hereunder:

"Notice: Claims for labor, materials and supplies cannot be asserted against the City of Vero Beach and are subject to proper prior notice to (Contractor's Name) and to (Contractor's Surety Company Name), Surety, pursuant to Chapter 255 of Florida Statutes. This Article shall be inserted in every sub-Contract hereunder."

## 17. FINANCIAL STATEMENT

If requested by the City, bidders may be required to provide a summary of their financial statement.

## 18. VARIANCES

Any variances to the specifications, terms, conditions, or any part of these documents shall be stated on the variance form of this document.

## 19. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 or CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## 20. LOCAL PREFERENCE ORDINANCE

### Section 2-352. Local Preference in Purchasing or Contracting.

#### A. Definitions.

(1) "Local business" shall mean a business that meets all of the following criteria:

(a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River, Martin, or St. Lucie Counties for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the City. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and

(b) Has had, for at least 12 months immediately prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by the City of Vero Beach, Indian River, Martin, or St. Lucie Counties, if applicable; and

(c) Holds any license or competency card required by Indian River County, if applicable, and;

(d) If the contract is awarded, will be the person or entity in direct privity of contract with the City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

(2) "Non-local business" means a bidder that is not a local business, as defined herein.

B. Certification.

Any person or entity claiming to be a local business, as defined herein, and desiring to receive local preference, shall complete and submit, together with all required attachments, a "Local Business Certification Form," in the form provided by the City and contained within the bid package accompanying a public notice/advertisement. Any bidder who fails to complete and submit the "Local Business Certification Form" together with all required attachments with the bid shall not be granted local preference consideration for the purposes of that specific contract award. The Purchasing Division shall determine if a person or entity meets the definition of a "local business."

C. Local preference in purchases by means of formal competitive bid. In connection with any solicitation to which this Ordinance applies, local preference may be given to local businesses in the following manner:

(1) When a qualified and responsive, non-local business submits the lowest price bid (herein, "Apparent Low Bidder"), and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer (herein, the "Lowest Local Bidder") shall have the opportunity to submit an offer to match the price(s) offered by the Apparent Low Bidder as follows:

(a) The Purchasing Division shall invite, in writing, by e-mail, fax, or certified mail, the Lowest Local Bidder to submit a written matching offer to the Purchasing Division (herein "Invitation");

(b) The Lowest Local Bidder may, but shall not be obligated to, submit a written, faxed or e-mailed matching offer to the Purchasing Department within five (5) business days after receipt of the Invitation;

(c) If the Lowest Local Bidder submits a written offer that matches the bid from the Apparent Low Bidder, such written offer shall be accepted and the Lowest Local Bidder shall be awarded the contract;

(d) If the Lowest Local Bidder submits a written offer that does not match the bid from the Apparent Low Bidder, such written offer shall be rejected; and

(e) Thereupon, the next successive lowest qualified and responsive local bidder, if and only if its bid is less than or within five percent (5%) of the Apparent Low Bidder, will receive the Invitation.

(f) This cycle shall be repeated until there are no remaining local bidders less than or within five percent (5%), then the award shall be made to the Apparent Low Bidder.

(g) If the Lowest Local Bidder and successive next lowest local bidders do not respond, decline, or are unable to match the Apparent Low Bidder bid price(s), then the award will be made to the Apparent Low Bidder.

D. Notice.

All solicitations that are subject to this Ordinance shall include the substance of this local preference Ordinance and the "Local Business Certification Form".

E. Exclusions and limitations.

(1) Waiver of local preference.

The application of this Ordinance to a particular purchase or contract of the City of Vero Beach may be waived only prior to bid solicitation/advertisement and with the approval of the City Council.

(2) The provisions of this Ordinance shall not apply where prohibited by federal law or Florida law, or under the conditions of any grant or other funding source.

(3) The provisions of this Ordinance shall not apply to contracts under the Consultants Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, as CCNA allows consideration of location in the evaluative process.

(4) The provisions of this Ordinance shall not apply to any procurement where the local nature of a business has been addressed through scoring criteria.

(5) The Purchasing Division shall be responsible for developing, implementing, and maintaining administrative procedures in support of this policy.

## **21. CONTRACT DRAWINGS AND INTERPRETATION OF DRAWINGS AND SPECIFICATIONS**

A. The Engineer shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount, and value of any work done under or by reason of this Contract and his estimate and decisions shall be final and conclusive.

B. Items of material, equipment, machinery and the like may be specified on the Drawings and not otherwise specified in the Contract Documents. Such items shall be provided by the Contactor in accordance with the Drawings.

C. The Contractor shall keep one record of all Contract Documents at the site in good order and annotated to show all changes made during the construction process. The Contractor shall make these available to the Engineer and shall deliver to him for the City upon completion of the work.

## **22. CONTRACTOR TO CHECK DRAWINGS AND DATA**

The Contractor shall verify all dimensions, quantities and details shown on any Drawings received from the Engineer, and shall notify the Engineer of any errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory, faulty construction, or improper operation resulting therefrom or from his responsibility to rectify such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Engineer, should any error or omission be discovered. All schedules are given for the convenience of the Engineer and Contractor and are not guaranteed to be complete.

## **23. PROHIBITED COMMUNICATIONS**

**Bidders responding to the Invitation to Bid (ITB) shall not communicate in any way with the City Council, City Manager, or City staff, other than Purchasing personnel, regarding this ITB from the time of advertisement through the award. Such communication may result in disqualification.**

## **24. DEVELOPMENT COST**

Bidders should prepare their Bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Invitation to Bid (ITB). Under no circumstances shall the City or any official, employee, or representative of the City be liable for any expenses or costs incurred in connection with preparation or submittal of a response to this ITB whatsoever, whether or not the Bidder is awarded a contract or, if awarded, such contract is subsequently terminated or its performance delayed.

## **25. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

In accordance with Section 287.135(2) of the Florida Statutes, “[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created

pursuant to s. 215.473, or 2. Is engaged in business operations in Cuba or Syria.” Section 215.473 of the Florida Statutes defines a company to mean “a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.” By submitting a response to this solicitation or renewing a contract, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of any amount, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

## CITY OF VERO BEACH, FLORIDA

### GENERAL CONDITIONS

#### 1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein or in any of the Contract Documents, they shall have the following meanings:

**A. Addendum**

A modification of the Contract Documents issued in writing by the City prior to the Bid Opening.

**B. Bid Opening**

The time and place for the opening of Bids, as described in the Invitation to Bid.

**C. Change Order**

A written order issued by the City to the Contractor directing certain changes, additions, or reduction in the Work.

**D. City ("Owner")**

City of Vero Beach, P.O. Box 1389, Vero Beach, Florida 32961-1389.

**E. Commencement Date**

The date on which the Contractor may start the Work, as described in the Notice to Proceed.

**F. Completion Date**

The date on which all Contract Work, other than guarantee and maintenance Work, is required to be completed.

**G. Contract**

The written agreement between the City and the Contractor covering the Work to be performed, including all Contract Documents.

**H. Contract Documents**

All forms and documents comprising the Contract, including Invitation to Bid, Addendum as Required, Instructions to Bidders, General Conditions, Supplementary General Conditions, Sworn Statement, Questionnaire, Drug-Free Workplace Compliance Form, Bid Proposal, Bid Bond, Form of Agreement, Performance and Payment Bond, Affidavit, Final Payment Request by Contractor, and Periodic Estimate for Partial Payment, Technical Specifications, Drawings, and Change Orders.

**I. Contractor**

The individual, partnership, or corporation who, by executing the Contract, agrees to perform the Work described therein.

**J. Drawings**

The Drawings and reproductions thereof, prepared by the City, describing the locations, character, dimensions and details of the Work to be done under this Contract, including record and supplemental Drawings and, in addition, all shop Drawings submitted by the Contractor and approved by the Project Manager.

**K. Extra Work**

Work not included as a unit of Work described in the Bid Schedule and not reasonably related to or incidental to such Work.

**L. Final Acceptance**

Final approval and acceptance of the Project by the City of Vero Beach City Council. Unless otherwise specifically designated, it shall be the date on which the City Council authorizes Final Payment.

**M. Notice to Proceed**

A written notice issued by the City, designating the Commencement Date, the Time of Completion, and the Completion Date.

**N. Right-of-Way**

A strip of land dedicated, deeded, used or to be used for a street, alley, walkway, boulevard, or for ingress and egress by the public, certain designated individuals or governing bodies.

**O. Site**

The area upon or in which the Contractor is to perform the Work and such other areas adjacent thereto as may be designated as such by the City.

**P. Specifications**

All of the technical requirements and standards of performance applying to the Work as hereinafter detailed, designated by reference (e.g., on Drawings), or which may be stated in an Addendum.

**Q. Subcontractor**

Any individual, partnership, or corporation, other than the Contractor's employees, who Contracts with the Contractor to furnish, or actually furnishes, labor, materials, or equipment, or any combination thereof, in connection with the Work performed under the Contract.

**R. Substantial Completion**

The date on which the Project is substantially complete and ready for continuous use as determined by the Engineer; Also the date on which the Contract Time stops.

**S. Surety**

Any person, firm or corporation bound by the Contract bonds with and for the Contractor acceptable performance of the Work and for payment of all debts pertaining thereto.

**T. Time of Completion**

The total number of calendar days from and including Commencement Date through the Completion Date.

**U. Work**

Everything expressly or implied required to be done by the Contractor under this Contract, including furnishing and installing materials, as well as any Extra Work properly authorized by the City.

**2. SCHEDULE OF WORK**

Prior to beginning Work, the Contractor shall provide the City with a Work schedule setting out in detail his plan for completing the Work by the Completion Date. This Work schedule shall be reviewed by the City, and once approved, shall serve as a guide to the progress of construction and the performance of the Contractor.

**3. EXTENSION OF TIME**

The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever, but such hindrance or delay may entitle him to an extension of Contract Time and a recalculation of the Completion Date. Said extension shall be, as determined by the City, sufficient to compensate for the delay, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of the delay.

**4. CONTROL, SUPERVISION AND INSPECTION OF THE WORK**

- A. The City shall have full control and direction of the Work in all respects. The City shall furnish all Drawings and Specifications necessary to carry out and complete the Work, unless otherwise specified herein, and shall have the right to supervise the Work as the City deems necessary.
- B. The City shall at all times have the right to inspect the Work and the Site. If requested by the City, the Contractor shall uncover any of the Work for inspection and replace same, all at the Contractor's expense. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, regarding the quality of the Work and materials and the manner of conducting the Work. The City shall not have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.

- C. The Contractor shall perform night Work only as directed or permitted by the City. The Contractor shall receive no extra payment for such Work.
- D. The City's right to inspect and supervise shall not relieve the Contractor from his responsibilities and obligations under the Contract. The City shall not be responsible for the safety of the Workmen, the safeguarding of the Work, or the proper performance of the Contractor.

## **5. SUPERINTENDENTS**

When the Contractor is not present at the Site, any orders given by the City to the Contractor's foremen or superintendents shall be strictly obeyed and shall be treated in all respects as if given to the Contractor. Furthermore, the Contractor shall provide the City an emergency phone number to allow contact with him or his representative at times when he is not on the Site.

## **6. SUBCONTRACTORS**

- A. The Contractor shall not sublet the whole or any part of the Work without the written consent and approval of the City. In all cases, the Contractor shall give his personal attention to the Work, the Subcontractors being considered as foremen employed by the Contractor and liable to be discharged by the City for neglect of duty or incompetency or misconduct.
- B. After acceptance of any Subcontractor by the City, the Contractor shall not replace the Subcontractor with a new Subcontractor without the written approval of the City.

## **7. EMPLOYEES**

None but skilled foremen and Workmen shall be employed on Work requiring special qualifications. Any person employed on the Work who fails, refuses, or neglects to obey the instructions of the City in anything relating to this Work, or who appears to the City to be disorderly, insubordinate, unfaithful, or incompetent, shall, upon the order of the City, be at once discharged and not again employed on any part of the Work. Any interference with, or abusive or threatening conduct toward, any City employee by the Contractor or his employees or agents, shall be authority for the City to annul the Contract and relet the Work.

## **8. CHANGES IN SCOPE OF WORK; EXTRA WORK**

While the City has tried to anticipate all Work required under and during the term of this Contract, the parties understand and agree that the Work required herein may require, without notice to the sureties, the performance of Extra Work or the omission of Work previously required. The City may, at any time and without notice to the sureties, require changes in the scope of Work under this Contract, as the City may find necessary or desirable. Such changes may include the omission of Work previously required.

- A. The City shall notify the Contractor of the change in scope via a Change Order, which shall become a part of the Contract Documents. If a Change Order directs Contractor to omit Work, the Contractor shall refrain from performing it.
- B. The Contractor shall perform Extra Work only pursuant to the issuance by the City of a Change Order. Records of any Extra Work performed by Contractor shall be reviewed daily by the Contractor and the City, duplicate copies of accepted records made and signed by both the Contractor or his representative and the City, and one (1) copy retained by each.
- C. Payment for Extra Work performed shall be calculated as described in General Conditions Article 9, as long as the Contractor submits a claim of payment upon certified statement supported by receipted bills. Such statements shall be submitted simultaneously with any materials submitted for progress payments as described in the Form of Agreement, for the preceding month's Extra Work.

## **9. PAYMENT FOR EXTRA WORK**

If the City issues a Change Order for the performance of Extra Work as described in General Conditions Article 8, payment shall be based upon any mutually agreed upon lump sum or, if the parties cannot mutually agree upon sum, then by the following method, designed to provide the Contractor his direct costs plus a ten percent (10%) profit:

- A. The Contractor shall receive an amount for labor cost, based on the current local hourly wage rate, as agreed upon by the Contractor and the City prior to starting such Work, for all labor and foremen in direct charge of the authorized operations.
  - 1) The Contractor shall receive said amount for Contractor's or any Subcontractor's labor and foremen.
  - 2) The Contractor shall provide documentation satisfactory to the City as to the hours actually worked.
- B. The Contractor shall receive an amount equal to fifteen percent (15%) of the total labor cost, as computed in Sub-Article (A) above, for costs of general supervision and the furnishing and use of small tools and miscellaneous equipment, such as picks, shovels, hand pumps, and similar items.
- C. The Contractor shall receive an amount equal to the actual cost of materials delivered, except for any materials furnished by the City. Contractor shall document such costs to the City's reasonable satisfaction.
- D. The Contractor shall receive an amount equal to the rental price paid by Contractor, for any rented special equipment and machinery used by Contractor or any sub-Contractor, such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, as was required for the economical performance of the authorized Work.

- E. The Contractor shall receive a profit percentage of ten percent (10%) of the sum of Sub-Articles (A) through (D) of this Article.
- F. The Contractor's total reimbursement shall be the sum of Sub-Articles A through E of this Article.

## **10. OMITTED WORK**

The City may, at any time by a written order and without notice to the Sureties, require the omission of such Work as the City may find necessary or desirable. All Work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the Contract; or
- B. If there are no applicable unit prices, then by an appropriate lump sum price, if any, set forth in the Contract; or
- C. If there be no such lump sum price, then by the reasonable and fair estimated cost of such omitted Work as determined by the City.

## **11. TERMINATION OF CONTRACT**

- A. The occurrence of any of the following shall constitute a default by the Contractor and shall provide the City with a right to terminate this Contract in accordance with this Article, in addition to the right to pursue any other remedies, which the City may have under this Contract or under law:
  - 1) If, in the City's opinion, the Contractor is improperly performing Work or violating any provision(s) of the Contract Documents;
  - 2) If the Contractor neglects or refuses to correct defective Work or replace defective parts or equipment, as directed by the City pursuant to an inspection;
  - 3) If, in the City's opinion, the Contractor's Work is being unnecessarily delayed and will not be finished within the prescribed time;
  - 4) If the Contractor assigns this Contract or any money accruing thereon or approved thereon; or
  - 5) If the Contractor abandons the Work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property.

- B. The City shall, before terminating the Contract for any of the foregoing reasons, notify the Contractor in writing of the grounds for termination and provide the Contractor with ten (10) calendar days to cure the default to the reasonable satisfaction of the City.
- C. If the Contractor fails to correct or cure within the time provided in the preceding Sub-Article B, the City may terminate this Contract by notifying the Contractor in writing. Upon receiving such notification, the Contractor shall immediately cease all Work hereunder and shall forfeit any further right to possess or occupy the Site or any materials thereon; provided, however, that the City may authorize the Contractor to restore any Work Sites.
- D. The Contractor, and where applicable, the Contractor's sureties, shall be liable for:
  - 1) Any new cost incurred by the City in soliciting Bids for and letting a new Contract;
  - 2) The difference between the cost of completing the new Contract and the cost of completing this Contract; and
  - 3) Any court costs and attorneys' fees associated with any lawsuit undertaken by the City to enforce its rights herein.

## **12. SAFETY; MAINTAINING THE SITE**

- A. The Contractor shall maintain safety at all times in cooperation with the City. The Contractor shall be responsible for any damage to existing utilities, property, or persons arising out of the Contractor's Work at the Work Site. The Contractor shall take precautions as are necessary to protect the public, the City and its employees, and the Contractor's employees from hazards associated with the Contractor's use and occupancy of the Work Site, in cooperation with the City.
- B. The Contractor shall maintain the Work Site in a safe and reasonable condition. For any period, including weekends and holidays, during which Work is halted, Contractor shall ensure that the Work Site on which Work has been halted is in a condition that is clean, orderly, and satisfactory to the City.

## **13. RISK OF LOSS**

All costs due to delays in handling of materials and equipment, and loss, theft, or damage to all materials, equipment, and supplies sold and delivered to the City shall be the responsibility of the Contractor until the City provides final acceptance thereof.

#### **14. SUSPENSION OF WORK**

The City shall have the right to require the Contractor to suspend Work during inclement weather. The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than thirty (30) days by notifying the Contractor to cease Work. The City's decision as to suspensions shall be final and binding. Whenever the Contractor is required to suspend Work for any reason, the Contractor shall secure the Site and protect the Work, so as to preserve the Site and the Work from damage, destruction, and loss.

#### **15. CLEAN UP OF SITE**

Before final acceptance of the Work by the City, Contractor shall restore and clean the Work Site, and make permanent or remove all temporary services in accordance with all applicable requirements identified elsewhere herein.

#### **16. ROYALTIES AND PATENTS**

All fees, royalties, and claims for any invention, or pretended invention, or patent of any articles, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of this Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

#### **17. INDEMNIFICATION**

- A. Contractor agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City, its council members, directors, officers, employees, partners, principals, Contractors, agents, representatives, and each of them, against any and all administrative and judicial proceedings and orders, charges, claims, costs, damages, demands, expenses, fines, judgments, liabilities, losses, penalties, and remedial actions of any kind, including the costs of any hazardous materials remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and the costs of defense arising out of injury to persons, including, but not limited to death, or damage to property, caused by, directly or indirectly, in whole or in part, the negligence of Contractor in the performance of the Work set forth in the Contract Documents.
- B. The indemnification and hold harmless provisions set forth in paragraph 17A. above, shall be binding upon the successors, assigns, and sub-contractors of Contractor.

## **18. INSURANCE**

Before starting the Work and until final acceptance of the Work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified in the Attachment Section of the document. Further, the Contractor shall require each of his Subcontractors to procure and maintain, until completion of that Subcontractor's Work, insurance of types and to the limits specified in Attachment Section of document. It shall be the responsibility of the Contractor to ensure that all of his Subcontractors comply with all of the insurance requirements contained herein relating to such Subcontractors.

Certificates of Insurance evidencing the insurance coverage specified herein shall be filed with the City before Work is begun. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to this Contract and the specific Contractual provisions thereof which require such insurance, and shall state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the Work, renewal Certificates of Insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

## **19. INTERPRETATION OF SPECIFICATIONS**

- A. The City shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount and value of any Work done under or by reason of this Contract and the City's interpretations and decisions shall be final and conclusive.
- B. The Contractor shall keep one (1) record of all Contract Documents at the Site in good order and annotated to show all changes made during the construction process. The Contractor shall make these available to the City and shall deliver the record to the City upon completion of the Work.

## **20. DISPUTED WORK**

If the Contractor is of the opinion that any Work required, necessitated, or ordered is not within the terms and provisions of this Contract, he must promptly notify the City, in writing, of his contentions with respect thereto and request a final determination thereon. If the City determines that the Work in question is not Extra Work, and that the order complained of is proper, the City will direct the Contractor to proceed and the Contractor shall promptly comply.

Final determination and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefor, until the matter in question has been determined.

## **21. NO WAIVER OF LEGAL RIGHTS**

- A. The City shall not waive any rights hereunder by making any payment of any kind, or accepting any Work, unless expressly stated otherwise. The consent by City to any act by Contractor shall not be deemed to imply consent or to constitute a waiver of a breach of any provision of the Contract or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between City and Contractor be construed to waive or lessen the right of City to insist upon the performance by Contractor in strict accordance with the provisions of the Contract.
- B. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after the Final Payment has been made, to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work.
- C. Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

## **22. DEFECTIVE WORK**

- A. If, at any time, before final acceptance of the Work, defects therein shall be found, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory Work or materials, and supply others in accordance with the Contract. Previous construction of such Work will not relieve the Contractor of the responsibility for good Work or materials, although the defects may have been overlooked by the City, or may have been the result of damage from any cause.
- B. Should the Contractor fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the City shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the City to declare the Contract forfeited, in which case the City, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work.
- C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the Contract Bond.

D. At the request of the City, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for by Change Order; but should the Work so exposed or examined prove unacceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

E. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the City to final acceptance.

### **23. TOOLS & EQUIPMENT**

If, at any time before the commencement or during the progress of the Work, tools or equipment appear to the City to be insufficient, inefficient or inappropriate to secure the quality of Work required or the proper rate of progress, the City may order the Contractor to increase their efficiency, to improve character, to augment their number or substitute new tools or equipment, as the case may be, and the Contractor shall conform to such order. The failure of the City to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of Work and the rate of progress necessary to complete the Work within the time required by the Contract and to the satisfaction of the City.

### **24. TESTING**

The Contractor shall perform, or obtain the performance of, any testing required herein. The Contractor shall bear the cost of any testing required under the Contract, as well as any retesting required as a result of failures. The Contractor's Bid prices shall be construed as including the cost of any such testing or retesting.

### **25. PERMITS & FEES**

The successful bidder (Contractor) shall be responsible for obtaining and paying the respective fees of all local government permits. Payment for the cost associated with this obligation will be reimbursed by the City upon presentation of paid receipt and/or copy of said permit (as determined by the City).

### **26. MISCELLANEOUS**

#### **A. Notice:**

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be:

- 1) in writing;

2) delivered (to the addresses listed in this Article 26, below, or such other address as the Parties may provide to each other in writing) by one of the following means:

- (a) by hand;
- (b) by overnight mail service (such as Federal Express); or
- (c) by certified mail, postage prepaid, and certified return receipt requested

to the following address, or such other address as the Parties may provide to each other in writing:

To: [Name of Division]	With a copy to: [Name of Division]
Attn: [Contact] [Title]	Attn: [Contact] [Title]
Name of Company	Name of Company
Street Address	Street Address
City / State / Zip Code	City / State / Zip Code
Telephone: (xxx)xxx-xxxx	Telephone: (xxx)xxx-xxxx
Facsimile: (xxx)xxx-xxxx	Facsimile: (xxx)xxx-xxxx

To CITY:

With a copy to:

City of Vero Beach, Florida  
Matthew T. Mitts, P.E., Director  
Public Works Department  
P. O. Box 1389  
Vero Beach, FL 32961-1389  
Telephone: (772) 978-4870  
Facsimile: (772) 978-4879

City of Vero Beach, Florida  
Carol Shoaf, Contract Administrator  
1053 20th Place  
P.O. Box 1389  
Vero Beach, FL 32961-1389  
Telephone: (772) 978-5470  
Facsimile: (772) 770-6860

A copy of any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement may also be sent via facsimile. However, delivery via facsimile shall not constitute an alternative or substitute means of delivery (i.e., notice must still be sent via hand delivery, over night mail, or certified mail return receipt requested as set forth, above).

**B.** The parties expressly recognize that the relationship between the City and the Contractor is that of independent Contractors, and that neither the Contractor nor any of his servants, agents or employees shall ever be considered to be an agent, servant or employee of the City.

**C. Severability**

In the event that any provision of this Agreement shall be held unconscionable, unenforceable, or void for any reason by any tribunal of competent jurisdiction, it is agreed that the provision in question shall be modified to eliminate the elements of concern to the tribunal and as modified shall be binding on the parties hereto. The remaining provisions shall not be affected by the action of any tribunal or modification of such provision, and shall remain in full force and effect.

**D. Choice of Law; Venue**

The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of Florida without regard to conflict of law applications. Indian River County, Florida, shall be proper venue for any litigation involving this Agreement. Any legal proceedings of any nature brought by either Party to enforce any right or obligation arising out of this Agreement shall be submitted to trial without jury before any court of competent jurisdiction in Indian River County, Florida. The Parties consent and submit to the jurisdiction of any such court in Indian River County, Florida, and agree to accept service of process outside the state of Florida in any matter submitted to any court pursuant hereto.

**E. Attorneys' Fees**

The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other party for all matters, including, but not limited to, appeals.

**F. Article Headings For Convenience Only**

The Article headings, and underlined sub-article headings, hereof are inserted for convenience of reference only, are not a part hereof, and shall have no effect on the construction or interpretation of this Contract.

**27. GRATUITIES**

City may, by written notice to Contractor, cancel this Contract without liability to Contractor if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a Contract. In the event this Contract is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

**28. PUBLIC RECORDS COMPLIANCE**

Contractor's responsibility for compliance with Chapter 119, Florida Statutes. Pursuant to Section 119.0701, F.S., Contractor agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the CITY to perform the service.

B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/sub Contractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

D. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If an CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.

E. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to CITY.

F. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF VERO BEACH CLERKS OFFICE CUSTODIAN OF PUBLIC RECORDS AT (772) 978-4700, [TBURSICK@COVB.ORG](mailto:TBURSICK@COVB.ORG) OR 1053 20TH PLACE, VERO BEACH, FL 32960.**

## 29. INVOICE & PAYMENT

In General. The Contractor shall submit invoices for payment due as provided herein with such documentation as required by the City. The City will make payment(s) to the Contractor for the Work in accordance with the applicable provisions of Article VII, Chapter 218, Florida Statutes, "The Local Government Prompt Payment Act" ("Prompt Payment Act"). Invoices and other required documentation shall be submitted to the address provided in the Contract form, or if not provided on said Contract form, by the ordering City department.

Each invoice shall include, at a minimum, the Contractor's name, contact information and reference to the Contract, purchase order, or other City reference.

The City may dispute any payments invoiced or requested by the Contractor in accordance with the applicable provisions of the Prompt Payment Act and any such disputes shall be resolved in accordance with said provisions in conjunction with the City's general appeal process provided in section 2.201, et seq. of the City of Vero Beach Code of Ordinances.

All invoices shall be mailed to:

Accounting Division  
City of Vero Beach  
Post Office Box 1389  
Vero Beach, Florida 32961 1389

## **CITY OF VERO BEACH, FLORIDA**

### **SUPPLEMENTARY GENERAL CONDITIONS**

#### **1. SHOP DRAWINGS**

The Contractor shall submit shop Drawings of all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures, and manufactured articles. The purpose of the shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or non-compliance with the Drawings and Specifications.

#### **2. CONFLICTS**

The following principles shall apply in resolving any conflict among or ambiguity in the Contract Documents:

- A. The Supplementary General Conditions shall have priority over the General Conditions and Form of Agreement in case of conflict. The Technical Specifications shall take precedence over all other Contract provisions.
- B. Full size details shall take precedence over scale Drawings and large scale Drawings shall take precedence over small scale Drawings. Dimensions given in figures shall take precedence over scaled dimensions.
- C. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scaled or calculated dimensions on the Drawings.

#### **3. COORDINATING WITH OTHER CITY PROJECTS**

- A. The City reserves the right to let other Contracts in connection with this project. The Contractor shall afford other Contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.
- B. If any part of the Contractor's Work depends for proper execution or result upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the City of Vero Beach any defects in such Work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance, at his own risk, of the other Contractor's Work as fit and proper for the reception of this Work, except as to defects which may develop in the other Contractor's Work after the execution of the Work under this Contract.

#### **4. UTILITIES AND STRUCTURES RELOCATED, EXISTING AND OTHERS:**

- A. General: Existing utilities, structures, and facilities shown on the Drawings were located as accurately as possible from the City's records. Guarantee is not made that all existing utilities and structures are shown or that those shown are entirely accurate.

In order to assure himself of the actual location of such facilities, the Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction and during construction to arrange for positive underground location. The Contractor is required by State law to notify the SUNSHINE STATE ONE CALL CENTER at 1-800-432-4770 a minimum of forty-eight (48) hours prior to any excavation.

Contractor shall notify and coordinate with the utility companies where their facilities may be in conflict with or endangered by the proposed construction. Relocation for the convenience of the Contractor shall be paid for by the Contractor. Temporary support of adjacent utilities, if required, shall be the responsibility of the Contractor. The Contractor shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the Contractor for any loss of time or delay. The Contractor shall coordinate his activities with City of Vero Beach, Comcast Cable, AT&T, Florida City Gas and other utility companies as may be appropriate in order to maintain utility service and minimize the amount of interference and interruption.

All overhead, surface or underground facilities and utilities encountered that are to remain in place shall be carefully protected from injury or displacement. All damage to such structures is to be completely repaired, at no expense to the City, within a reasonable time; needless delay will not be tolerated. If not repaired within a reasonable time, the City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner and City. All damaged utilities, structures, etc. must be replaced or prevented from leaking or malfunctioning and are to be inspected by the utility owner and City prior to backfilling. No additional cost shall be paid for this work.

- B. Cooperation with Utility Owners: The Contractor shall cooperate with the owners of other underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

## **5. APPLICABLE STANDARDS**

All standards referred to herein shall mean the latest revision under the same specification number or for those provisions in the new or revised Specifications which are clearly inapplicable. The following abbreviations have been used in referring to other standards:

NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Associates
IEEE	Institute of Electrical and Electronic Engineers
OSHA	Occupational Safety and Health Administration
ASME	American Standard of Mechanical Engineers
ANSI	American National Standards Institute
NFPA	National Fire Protection Association
AISC	American Institute of Steel Construction
AWS	American Welding Society
EPA	Environmental Protection Agency
ASTM	American Society of Testing Materials
FDEP	Florida Department of Environmental Protection

Whenever a conflict exists between these standards and the Contract Documents, the Contract Documents shall govern. In the event of a conflict among any of the above codes and standards, the one having the most stringent requirements shall take precedence unless otherwise approved in writing by the City.

## **6. SECURITY OF WORK AREA**

Work area must be maintained to allow access to all operating equipment in the construction area.

## **7. QUALITY OF ITEMS AND WORKMANSHIP**

All materials and equipment furnished for this project shall be new and unused. Any materials or equipment which, in the opinion of the City, have become excessively weathered or damaged since manufacture, shall not be considered as new. Workmanship shall be first class and the finished product equal to the best accepted standards of the trade for the category of Work performed. All Work shall be performed by experienced, skilled tradesmen.

## **8. MATERIALS DISPOSAL AND CLEANUP**

The Contractor shall comply with all pertinent local, state and federal and any other regulatory agency. The Contractor shall be responsible for the disposal of all hazardous and non-hazardous materials in accordance with EPA, FDEP, and OSHA requirements. Additionally, the Contractor shall comply with all regulatory requirements for the clean-up of all spills as a result of the Work performed.

## **9. CONTRACTOR SAFETY**

- A. The Contractor shall ensure that all personnel meet OSHA and ANSI requirements for the Work being done.
- B. Any Contractor personnel not wearing required safety equipment or complying with all safety standards and requirements will be removed from the Work Site until such time as appropriate safety equipment is worn or standards observed.

## **10. MISCELLANEOUS**

The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defects in the Work.

## **11. TERMINATION FOR CONVENIENCE**

Owner may at any time and for any reason terminate Contractor's services and work for Owner's convenience. Upon receipt of notice of such termination, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement and the specifications; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner. Contractor shall not be entitled to any other claim for compensation or damages against Owner in the event of such termination.

## **12. FORCE MAJEURE**

Except as otherwise expressly provided herein, City and Contractor shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to causes not reasonably within its control, including, but not limited to, acts of civil or military authority, including courts and regulatory agencies, superior governmental authority, God, war, riot or insurrection, inability to obtain required construction permits, blockages, embargoes, sabotages, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any failure or delay resulting from such causes upon notice to the other party within five (5) business days of occurrence of the event giving rise to the delay the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays. In the event any such failure or delay shall last for a period of more than ten (10) calendar days, then either Party may terminate this Agreement forthwith, in whole or in part, by notice in writing to the other.

### **13. INSPECTION**

The City shall at all times have the right to inspect the Work. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, respecting the quality of the Work and materials and the manner of conducting the Work. The City shall not have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.



**DRUG-FREE WORKPLACE COMPLIANCE FORM  
IDENTICAL TIE BIDS**

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Handwritten Signature of Authorized Principal(s):

NAME (print): MYRA SMITH

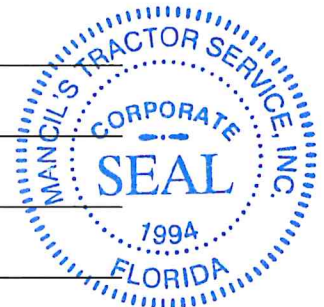
SIGNATURE: \_\_\_\_\_

*Myra Smith*

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA }

County of MARTIN }

MYRA SMITH, being first duly sworn, disposes and says that: (Name/s)

- 1. They are VICE PRESIDENT of MANCIL'S TRACTOR SERVICE, INC. the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City/County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Myra Smith

(Title) MYRA SMITH, VICE PRESIDENT



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this SEPTEMBER 24, 2019

(Date)

by: MYRA SMITH, VICE PRESIDENT who is personally known to me or who has produced as identification and who did (did not) take an oath.

Wanda Sue Smart

Notary Public

Commission No. GG 200367



**BID PROPOSAL**

**INVITATION TO BID NO: 140-19/JO**

To: The City Manager  
City of Vero Beach  
P.O. Box 1389  
Vero Beach, Florida 32961

The Undersigned Bidder has carefully examined the Contract Documents and any and all Work Sites. The undersigned is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done, and the equipment, materials and labor required.

The undersigned agrees to do all the Work in accordance with the Contract Documents and according to the standards of quality and performance established by the City, for the unit prices as provided in the attached Bid Schedule, for each of the items or combination of items stipulated. It is understood that certain quantities shown in the Bid Schedule are approximate only, subject to increases and decreases, and for the purpose of Bid comparisons for determination of low Bidder. It is further understood that payment will be in accordance with actual quantities placed in the construction as more specifically provided in the Contract Documents. The undersigned further agrees as follows:

1. To do any Work, not covered by the Bid Schedule, which may be ordered by the City upon authorization by the City, and to accept as full compensation therefore such prices as may be agreed upon, in writing, by the City and the Contractor in accordance with Articles 8-9, of the General Conditions.
2. To begin and complete Work as required in the Notice to Proceed.
3. To reimburse the City of Vero Beach liquidated damages in the amount and under the conditions specified in the Contract Documents.
4. To insert in all Contracts at every tier the notice stated in Article 16 of the Instructions to Bidders.

Handwritten Signature of Authorized Principal(s):

NAME (print): MYRA SMITH

SIGNATURE: 

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



**LOCAL BUSINESS CERTIFICATION FORM**

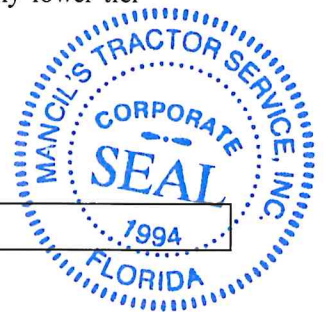
- 1. "Local business" shall mean a business that meets all of the following criteria:
  - (a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River; Martin; or St. Lucie County for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and
  - (b) Has had, for at least 12 months prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by; Indian River; Martin; or St. Lucie County, if applicable; and
  - (c) Holds any license or competency card required by Indian River County; if applicable; and
  - (d) If the contract is awarded, will be the person or entity in direct privity of contract with City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

- 1. Company Name: MANCIL'S TRACTOR SERVICE, INC.
- 2. Address: 8530 SW JAYME WAY, PALM CITY, FL 34990
- 3. If applicable, Contractor License or Competency Card #: CGC 1518859
- 4. PLEASE ATTACH COPY OF CONTRACTOR LICENSE OR COMPETENCY CARD.
- 5. If applicable, Business Tax Receipt #: MARTIN CO (1989-275-0670) INDIAN RIVER CO (2018070181
- 6. PLEASE ATTACH COPY OF BUSINESS TAX RECEIPT.
- 7. Phone Number: (772) 288-0951 Fax Number: (772) 288-0983

8. I hereby certify that, If the contract is awarded, the entity set forth in item 1 above will be the person or entity in direct privity of contract with Indian River County and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

Signature: *Myra Smith*

Name and Title: MYRA SMITH, VICE PRESIDENT



**VENDOR PLEASE DO NOT COMPLETE BELOW**

**To be completed by an authorized representative from City of Vero Beach:**

Meets definition of Local Business \_\_\_ YES \_\_\_ NO \_\_\_ N/A

If NO, provide reason:

\_\_\_\_\_ Date: \_\_\_\_\_

*(Authorized Signature)*

**To receive Local Bid preference, this certification and copies of all required documents must be submitted with your Bid package.**

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MEHAFFEY, TIMOTHY F**  
MANUAL CONTRACTOR SERVICE, INC  
8550 SW JAYME WAY  
PALM CITY FL 34990

LICENSE NUMBER: CGC1518859

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

MARTIN COUNTY ORIGINAL  
BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector  
3485 S.E. Willoughby Blvd., Stuart, FL 34994  
(772) 288-5604

Account 1989-275-0670 Cert  
Phone (772)288-0951 Sic No 238910  
Location 8540 SW JAYME WAY 3 PC



Prev Yr	\$ .00	Lic Fee	\$26.25
	\$ .00	Penalty	\$ .00
	\$ .00	Coll-Fee	\$ .00
	\$ .00	Transfer	\$ .00

TOTAL \$26.25

Has satisfied requirements to engage in the business, profession  
or occupation of LOT GRADING/TRACTOR SERVICE  
at location listed for the period beginning on the  
10 Day of JULY  
AND ENDING SEPTEMBER 30 2020

MANCIL, DON  
MANCIL'S TRACTOR SERVICE  
8540 SW JAYME WAY BLDG 3  
PALM CITY, FL 34990

91 2018 16821.0001 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS  
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%  
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER  
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT  
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

RECEIVED  
JUL 15 2018

**Official Receipt - Indian River County**

CDPR103 - Official Receipt

Trans Number	Date	Post Date	Payment Slip Nbr
2018070181	7/3/2018 8:42:39 AM	7/3/2018	CT 9523

MANCIL, JR., DON  
MANCIL'S TRACTOR SERVICE, INC.  
8530 SW JAYME WAY/  
PALM CITY, FL 34990  
9560 GRADING/PAVING (COMMERCIAL), UNLIMITED CONTRACTOR

Payor: MANCIL'S TRACTOR SERVICE, INC.

**Fee Information**

Fee Code	Description	GL Account	Amount	Waived
19REN	2019 COMPETENCY CARD REN	1-441032-329050	\$50.00	

Total	\$50.00
-------	---------

**Payments**

Payment Code	Account/Check Number	Amount
CHECK	29635	\$50.00

Total Cash	\$0.00
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Total Non Cash	\$50.00
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Total Paid	\$50.00
------------	---------

Memo:

Cashier/location: BLDCR / 1  
User: BLDCR

772-288-0983

# Official Receipt - Indian River County

CDPR103 - Official Receipt

Trans Number	Date	Post Date	Payment Slip Nbr
2018070183	7/3/2018 8:43:39 AM	7/3/2018	CT 18045

MYRA S. SMITH  
 MANCILS TRACTOR SERVICE INC  
 8530 SW JAYME WAY/  
 PALM CITY, FL 34990  
 9510 DEMOLITION CONTRACTOR

Payor: MANCIL'S TRACTOR SERVICE, INC.

## Fee Information

Fee Code	Description	GL Account	Amount	Waived
19REN	2019 COMPETENCY CARD REN	1-441032-329050	\$50.00	
Total			\$50.00	

## Payments

Payment Code	Account/Check Number	Amount
CHECK	29635	\$50.00
Total Cash		\$0.00
Total Non Cash		\$50.00
Total Paid		\$50.00

Memo:

Cashier/location: BLDCR / 1  
 User:BLDCR

## CITY OF VERO BEACH

### EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 2) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 3) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Vero Beach or other local, state or federal government agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Vero Beach or other local, state or federal government agency as appropriate, and shall set forth what efforts it has made to obtain the information.

- 4) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Vero Beach or other local, state or federal government agency may determine to be appropriate, including, but not limited to:
- a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b) cancellation, termination or suspension of the contract, in whole or in part.
- 5) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Vero Beach or other local, state or federal government agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the City of Vero Beach to enter into such litigation to protect the interests of the City of Vero Beach.

Handwritten Signature of Authorized Principal(s):

NAME (print): MYRA SMITH

SIGNATURE: *Myra Smith*

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Handwritten Signature of Authorized Principal(s):

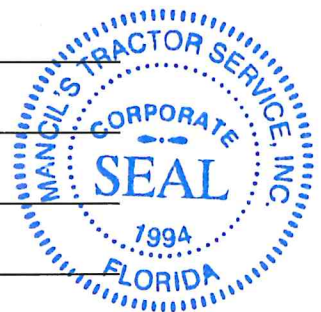
NAME (print): MYRA SMITH

SIGNATURE: \_\_\_\_\_

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



**SCRUTINIZED COMPANY LIST**

STATE OF FLORIDA REQUIREMENT: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of any amount that have been placed on: the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel; the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities SCRUTINIZED in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

Handwritten Signature of Authorized Principal(s):

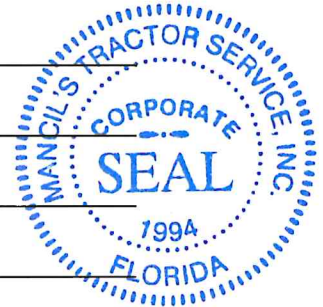
NAME (print): MYRA SMITH

SIGNATURE: *Myra Smith*

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



**FIRM CERTIFICATION**

The City of Vero Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by the City of Vero Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

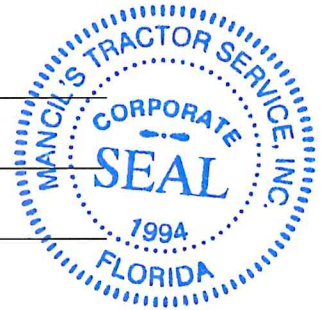
I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of the City of Vero Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for a favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): MYRA SMITH

SIGNATURE: \_\_\_\_\_

TITLE: VICE PRESIDENT



NAME OF FIRM/PARTNERSHIP/CORPORATION:

MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019

**QUESTIONNAIRE**

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a supplier of these materials/services?

24 YEARS

2. What is the last project of this nature that you have completed?

CITY OF VERO STREET RESURFACING, 2017

3. Have you ever failed to complete Work awarded to you; if so, where and why?

NO

4. Name three (3) individuals or corporations for which you have performed Work of this size and nature to which you refer:

KEN VREELAND (MARTIN COUNTY) Phone (772) 288-5927 Email kvreelan@martin.fl.us

GARY JONES (CAPTEC ENGINEERING) Phone (772) 692-4344 Email gjones@gocaptec.com

LOGAN HUBER (MARTIN COUNTY) Phone (772) 288-5932 Email lhuber@martin.fl.us

5. Have you personally inspected the proposed Work and have you a complete plan for its performance?

YES

6. Will you sublet any part of this Work? If so, give details:

YES, MOSLEY & SON CONSTRUCTION INC. - CONCRETE CURBS

COMPLETE STRIPING & SIGNAGE LLC - STRIPING & SIGNAGE

7. What equipment do you own that is available for the Work?

SEE ATTACHED EQUIPMENT LIST

8. What equipment will you purchase for the proposed Work?

NONE

9. What equipment will you rent for the proposed Work?

NONE

10. Minority Business Statement:

Is your firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? YES or  NO

11. State the true, exact, correct, and complete name of the partnership, corporation, limited liability company, or trade name under which you do business, and the address of the place of business. (If a partnership, state the name of all partners. If a corporation, state the name of the President and Secretary. If a Limited Liability Company, state the names of all members. If a trade name, state the names of the individuals who do business under the trade name.)

MANCIL'S TRACTOR SERVICE, INC.  
(Correct Name of Bidder)

a. The business is a Sole Proprietorship, Partnership, Corporation, or Limited Liability Company.

(FLORIDA) CORPORATION

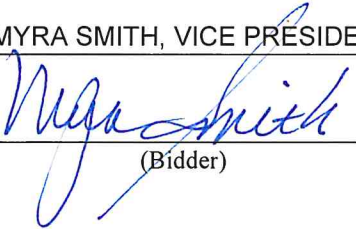
b. The address and phone number of principal place of business is

8530 SW JAYME WAY, PALM CITY, FL 34990

c. The names of the partners, corporate officers, members, or individuals doing business under a trade name, are as follows:

DON MANCIL, JR., PRESIDENT

MYRA SMITH, VICE PRESIDENT

  
(Bidder)



## MANCIL'S TRACTOR SERVICE - ON ROAD EQUIPMENT

Y-HAVE TITLE  
L-LIEN  
E-ELECTRONIC

Revision Date: 7/31/19

	Unit #	Plate	Year	Description	Make	Model #	Serial #
Y	M10	JEAV96	2004	Road Tractor	Western Star	4900FA	5KJJAECK34PM78196
E	M14	BGZJ55	2013	Road Tractor	Peterbilt	388	1XPWP4EX9DD178845
Y	M15	EHIA94	2007	Road Tractor	MACK	CHN 613	1M1AJ07Y57N007231
Y	M10T	C3621Y	2008	Lowboy Trailer	Globe	GTBN503-50-24-GG	1G9BN50348B336595
E	M11T	C1153I	2003	Landoll Trailer	Landoll	660	1LH660WH531B13156
Y	M12T	C1152I	2001	RGN Lowboy Trailer	Trail King	TK110	1TKJ049301M115421
Y	M14T	C1151I	1988	60 Ton Beam Trailer w/ fixed stinger	Landoll	325	1LH325XJ4J1003254
Y	M15T		1999	Spreader/Stinger	Trail King	TK22FA	1TKS00514XB058338
Y	M16T	7847CJ	1999	48' Flatbed Trailer (102" Wide)	DORS		1DTP86Z211XG052955
E	M25	N8231T	2012	DUMP - TRI AXLE	MACK	GU713	1M2AX04C5CM012822
E	M27	N6632T	2012	DUMP - TRI AXLE	MACK	GU713	1M2AX04C1CM012820
Y	M29	N6637T	2014	DUMP - TANDEM OX BODY	Peterbilt	365	1NPSL70X9ED233664
Y	M30	N4782W	2014	DUMP - TANDEM OX BODY	Peterbilt	365	1NPSL70X0ED233665
Y	M31	P2591C	2014	DUMP - TANDEM OX BODY	Peterbilt	365	1NPSL70X7ED233663
L	M32	P0004B	2017	DUMP - TRI AXLE	MACK	GU713	1M2AX13C5HM036987
L	M33	N8940Y	2017	DUMP - TRI AXLE	MACK	GU713	1M2AX13C9HM036989
L	M34	CKW0321	2019	ROLL-OFF	Peterbilt	348	2NP3LJ0X0KM627481
Y	M35	N6475S	2006	Roll-Off (Galbreath Mod U5-OR-174, SN	Sterling	Y113064S	2FZHAZCV06AV43988
L	M36	N7028M	2015	Roll-Off (Galbreath Mod U5-OR-174, SN	MACK	GU813	1M2AX13C6FM028832
L	M37	N6469S	2015	DUMP - TRI AXLE OX BODY	MACK	GU813	1M2AX13C6FM028829
L	M38	N6645T	2015	DUMP - TRI AXLE OX BODY	MACK	GU813	1M2AX13C2FM028830
L	M39	N6470S	2015	DUMP - TRI AXLE OX BODY	MACK	GU813	1M2AX13C4FM028831
L	M41	N4664Z	2017	TRUCK W/ LEEBOY/ROSCO MAX III DIST TANK	PETE/LEEBOY		2NP2HM7X5JM467147
L	M42	P0612A	2018	DUMP - TRI AXLE	MACK	GU713	1M2AX07C5JM040046
L	M43	P0613A	2018	DUMP - TRI AXLE	MACK	GU713	1M2AX07C9JM040051
NEW	M61	LVKX68	2019	PICKUP	FORD	S-DUTY F250	1FT7X2BT0KED35195
NEW	M62	LVKX67	2019	4WD SUPERCAB W/ BOXES	FORD	S-DUTY F250	1FD7X2B67KED96579
Y	M64		2003	MECHANIC'S TRUCK	GMC	7500	1GDM7E1C63F522356
Y	M65	HIZR99	2003	PICKUP	FORD	F250	1FTN7W20F73EA23920
Y	M66	KFPA24	2012	4WD 4DR PICK UP	FORD	F250	1FT7W2BT6CEB93603
Y	M67	JHNB09	2017	4WD 4DR PICK UP	DODGE	RAM 1500	1C6RR7GG4HS807542
Y	M68	JEAX23	2015	SUV	NISSAN	ROGUE	5N1AT2MTXFC766638
L	M70	HVLT81	2016	FLATBED 350	CHEVROLET	SILVERADO	1GB4CYC86GF281385
L	M71	HZAC03	2016	FLATBED 350	CHEVROLET	SILVERADO	1GB4CYC83GF289816
L	M72	IIKS80	2017	STAKE TRUCK	CHEVROLET	SILVERADO 350	1GB3CYCYXHF150487
Y	M73	GJMA93	2016	CAR	KIA	SOUL	KNDJN2A27G7853918
Y	M74	GJLY36	2016	CAR	KIA	SOUL	KNDJN2A26G7287542
L	M75	EW1523	2016	CREW CAB 4X4 F250	FORD	F250	1FT7W2B61GEA96132
L	M76	EHUW68	2016	CREW CAB 4X4 F250 (STILLWELL)	FORD	F250	1FT7W2B6XGEA96131
L	M77	EHUW89	2016	SUPER CAB 4X4 UTILITY BOX	FORD	F250	1FD7X2B66GEA40048
Y	M78	N4814W	2011	Mechanic's Truck EXT WARRANTY FOR REDUCTANT HEATER 11YRS 120,000 MI	FORD	F550 4 x 4	1FDOX5HTXBEA60604
	M79	DLVU93	2014	PICK UP TRUCK	CHEVROLET	SILVERADO	1GCNKP6C4EZ401906
Y	M81	HSQ97	2001	Water Truck (2,000 gal)	International	4700 DT466E AUTO	1HTSCAM11H379183
L	M82	N4767W	2015	Fuel & Lube Truck	Peterbilt	F345 W/ CURRY BDY	2NP3LJ0X1FM304935
E	M83	DGJT51	2014	PICK UP TRUCK	CHEVROLET	SILVERADO	1GCNCP6C3E236802
E	M84	DGJT45	2014	PICK UP TRUCK	CHEVROLET	SILVERADO	1GCNCP6C7E2270113
E	M85	N7002M	2014	Mechanic's Truck EXT WARRANTY FOR REDUCTANT HEATER 11YRS 120,000 MI	Ford	F550	1FDUF5HT9EEB81410
L	M86	DABW70	2015	9.5' Flat Bed Truck (White) EXT WARRANTY FOR REDUCTANT HEATER 11YRS 120,000 MI	Ford	F350	1FD8W3HT0FEA71997
Y	M87	186QCE	1997	Ford Pickup Truck	Ford		1FTHF36G7VEC45600
Y	M89	HNZZ67	1999	Pickup Truck	Ford	F-350	1FTWX33F2XEE51855
Y	M90	CKCN93	2005	Pickup Truck	Ford	F-250 XL	1FTNF20525EB82886
Y	M91	CDMS77	2005	PICKUP TRUCK	FORD	F-250	1FTSX21P45EC31246
Y	M92	CDQB40	2001	PICKUP TRUCK	TOYOTA	TACOMA	5TEHN72N71Z735906
L	M93	JYBE37	2018	PICKUP TRUCK (Stillwell)	FORD	F-250 4WD CREW	1FT7W2BT0JEC87408
E	M95	Y65CPE	2006	Pickup Truck	Ford	F-250	1FTSX20586EA44285
Y	M97	JEAV98	2007	Utility Truck 6.0L Diesel 4WD	Ford	F-350	1FDWF36P77EB12639
Y	M98	JEAV99	2005	Flatbed Crew Cab	Ford	F-550	1FDAW56P65EC20821
Y	M99	VNT94	2009	P/U Truck Supercrew	Ford	F-150 4x4	1FTRW14819FA99403
Y	M100	JJRS55	2001	Water Truck (2,000 gal)	Sterling	M7500	2FZAARAK21AH63954, SN3031 Pump
Y	M102		1996	WATER TRUCK DIESEL	CHEVROLET		1GBM7H1J6TH107088
Y	TL-38	960TTE	2007	Prime Wagon	Leeboy	L500T	250T50044178 (1B9D515225D309178)
E	TL-39	KBFN03	1999	Tack Wagon	Leeboy	n/a	NOVIN0200313262
E	TL-47 Dad's		2005	Flatbed Equipment Trailer / Tandem Axle	Better Built	6-Ton	4MND182151000658
Y	TL-48	427PQT	2001	Gooseneck Trailer / Tandem Axle	Roll		1R9GD30221M356414
E	TL-49	LMMQ54	2005	Flatbed Equipment Trailer / Tandem Axle	DMB	7 X 20 EQ	1D907X2078D536264
Y	TL-55	ACRE62	2010	Flatbed Trailer 10,400#GVW	Load Trail	83"x20'	4ZECH2023A1072787
E	TL-57	HPAA52	2016	TRAILER (FOR CORE DRILLER)	TRIPLE CROWN	5'X8' UTILITY TRLR	1XNHDS5X81G1069405
E	TL-58	IF75GU	2017	TRAILER GVWR 14,000#, EMPTY 2,800#	RORU	82"x 20' OPEN TRAILER	1Z9BE2023HF147604
Y	TL-59	ILDM96	2017	TRAILER GVWR 14,000#, EMPTY 2,800#	RORU	82"x 20' OPEN TRAILER	1Z9BE2020FH147625

### RICK'S TRUCKS

M88	CPAP51	2013	Super Duty SRW	Ford	F-250	1FT7W2BT1DEA83589
M101	BYRV26	2011	Flat Bed Truck	Dodge	RAM 3500 HD	3D6WZ4CL5BG568461

## MANCIL'S TRACTOR SERVICE - OFF ROAD EQUIPMENT

Revision Date: 8/12/19

UNIT #	YEAR	MAKE & MODEL	SERIAL #
M102	2004	Komatsu D41P-6C Dozer	B40176
M103	2005	Komatsu D31PX-21A Dozer	50811
M104	2012	Komatsu D61PX-15E0 Dozer	45798
M105		Caterpillar D6N Dozer	PBA00658
M106		Caterpillar D6C (1979) Dozer	10K7869
M107		Caterpillar D5GXL	WGB03090
M108		Caterpillar D5K2 LGP Dozer	KYY01559
M109	1977	Caterpillar D6D Dozer w/ Rear Ripper	4X973
M110	2015	CATERPILLAR D6K2 DOZER W/ REAR RIPPER	RST01883
M111		CATERPILLAR D6NLGP DOZER	DJY01136
M112	2008	CATERPILLAR D6NLGP DOZER	DJY00343
M113	2018	CATERPILLAR D6K2LGP DOZER	EL700353
M114		KOMATSU D61PXi-24 DOZER	40768
M201	1992	Caterpillar 120G Grader	Model SN: 87V09505, /Engine SN: 07Z27841
M204	2006	Caterpillar 135H Grader	0135HECBC00265
M205	2007	Caterpillar 12H Grader	AMZ1272
M206	2013	Caterpillar 12H Grader	AMZ01058
M207		CATERPILLAR 140H MOTOR GRADER	APM02609
M208		CATERPILLAR 12H GRADER	CAT0012HV4XM03342
M302		JOHN DEERE 624H LOADER	DW624HX578418
M304	2001	Komatsu WA250-3MC Loader (@ TREE FARM)	A71457
M306	2014	Hyundai HL757-9 Wheel Loader	HLM04PE0000148
M307	2002	John Deere 624H Loader	DW624HX582575
M308		JD 544J Wheel Loader	DW544JZ598426
M309	2006	Komatsu WA250-5L Loader	A74152
M310	2006	Caterpillar 928G Loader	DJD02303, Bucket 141-2303
M311	1996	Caterpillar 950F II Loader	5SK02237
M314	2011	Komatsu WA250-6 Loader	76342
M315	2009	John Deere JD644J Loader	DW644JX612555
M317		Caterpillar 938GII Loader	CRD01429
M318		Komatsu WA270-7 Loader	80546
M319	2014	CAT 930K Loader	RHN03455
M351		CATERPILLAR 950K WHEEL LOADER (ASPHALT PLANT)	R4A00733
M352		CATERPILLAR 930K WHEEL LOADER	RHN02651
M353	2013	JOHN DEERE 544K WHEEL LOADER 12 MO EXTENDED WARRANTY FROM 7/11/18	1DW544KZADE653060
M354		KOMATSU WA270-8 WHEEL LOADER LEASE 3 YRS 8/1/18-8/1/21	83910
M323	2012	Kubota SVL75WC Track Loader	11336 (Bucket #S6612)
M325	2013	CAT 299D SKID STEER	0299DJHCL00797
M326	2016	Kubota SVL95-2S CTL/17.7"Rubber Tracks/Canopy	32807
M327	2017	Bobcat T590 T4 Compact Track Loader	ALJU22637
M328	2017	BOBCAT T650 T4 COMPACT TRACK LOADER	ALJG20184
M329	2017	CATERPILLAR 262D SKID STEER	DTB05720-EQ0057773
M330	2019	CATERPILLAR 289D TRACK LOADER (SKID STEER)	TAW10178
M403	2006	John Deere 310SG Loader/Backhoe	T0310SG960863, Engine# 4045TT089
M505		Caterpillar AP-600D Paver	TFZ00297, Screed SN: JLN00504
M506	2017	ROADTEC RP-190 10' RUBBER TIRE ASPHALT PAVER	
M507	2018	WEILER P385B ASPHALT PAVER	P385B-2485
M607	2006	Ingersoll Rand SD45-DTF Roller - Vibratory	184322 (Linder #22538)
M609	2007	LeeBoy 420 Roller - Traffic	49318 - 70781
M610	2005	Caterpillar CS-423E Roller - Vibratory	BWG00173
M611		Ingersoll Rand DD-24 Roller - Vibratory	178371
M612	2009	Sakai SW652ND Roller - Vibratory	ISW47-20123
M613	2011	Hamm 3410 Roller - Vibratory	H1791506
M614	2013	Hamm 3307VIO Roller - Smooth Drum	H1890633
M615		Caterpillar CS5663E 84" Roller	CNG01748
M616		CASE DV45 Roller	NERT40462
M617	2005	BOMAG BW11RH 9 WHEEL PNEUMATIC ROLLER W/ SPRINKLER SYS	901A22202156
M618	2007	CAT CS56 ROLLER	C5S00159
M619		CAT CB54 ASPHALT COMPACTOR	K3J00276
M620	2015	BOMAG BW11RH-5 PNEUMATIC ROLLER	101538701030
M621		HAMM 310 SMOOTH DRUM ROLLER	H1792083

M622	2004	CAT CS-433E ROLLER	ASR00202
M704		BOMAG MPH100 MIXER	85893
M705		Caterpillar SS250 Soil Stabilizer	6DD00028
M706	2012	WIRTGEN W200 MILLING MACHINE	1220 0280
M404		Komatsu PC35MR-1 Mini Excavator	4237
M405	2015	CAT 305.5 MINI EXCAVATOR	EJX00731, BUCKET SN: EQ16187
M820	2017	BOBCAT E63 MINI EXCAVATOR - COMPACT W/HYD CLAMP	B34R11586, AJBV02061
M800	1993	Kobelco / Jewel Manf. SK220LC3 / Boom ER22060 Trackhoe / Long Reach	LLU0744 / Boom Serial Number 220ER193 /
M807	2008	Caterpillar 324DL Trackhoe	JJG00751
M811		Daewoo SL220LC-III Long Stick Trackhoe	1737
M812	2012	Komatsu PC360LC-10 Trackhoe	A32673
M814		Caterpillar 330DL (Not Long Reach) Trackhoe	B6H00219
M815		Case CX135 Trackhoe	NBSAE7292
M816	2014	Komatsu PC290LC-10 Excavator	A25410
M817	2006	CAT 325DL Excavator	PAL00321
M818	2013	CAT 336EL EXCAVATOR	JRJ00245
M819		CASE CX135SR Excavator	NASAE7185, Bucket SN:42997
M821	2017	KOMATSU PC210LC-11	C80257
M823		Komatsu PC210LC-11 Hyd Excavator	500435
M822		KOMATSU PC490LC-11	A41152
M824	2018	CATERPILLAR 336FL HYDRAULIC EXCAVATOR	RKB20750
M902	1996	Ford 250C Tractor - Box Blade	BD75364
M903	1998	New Holland 545D/DD5PW2 4WD Tractor - Box Blade	4440994
M904	2000	Ford 3930 Tractor - Box Blade	116895B
M907	2007	New Holland TC45A / 4 X 4 Tractor - Box Blade	Z7DB04369
M912		New Holland Powerstar T4.75 Tractor 4WD ROPS Turf Tier, 6.5' Box Blade, 84" Box Blade	ZHAH51240 Box Blades: 11723; 10911
M906	1993	Ford 250C / CU5PW2 Tractor - Broom	BD51539
M908		Lay-Mor Model 8HC Power Sweeper	31699 (Kubota SN 6A7041)
M909	2012	Kubota Sweepster MX5100F w/ CH7 Tractor w/ Broom	14109
M911	2014	KUBOTA SWEEPSTER MX5200F W/ SMITH CHALLENGER 7' FRT BROOM	10276, BROOM, K2-337
M910		KUBOTA M126XDTPC TRACTOR, 3815 BUSHHOG MOWER	TRACTOR 50171; BUSHHOG 12-00187
M913	2011	KUBOTA TRACTOR M9540HDC-1, CAB-A/C, 4WD W/ 2015 8' BUSHHOG 3 PT HITCH ROTARY CUTTER 3008R1	TRACTOR 86614; BUSHHOG 18222
M914	2018	KUBOTA M6S-111SDSC2 4WH CAB TA W/ SW SFT PLS TRN DUAL PT	51373
M1001	1981	Ford F-600 Water Truck	DNF60H3BVA07944
M1002		1995 Ford L8000 Water Truck	1FDYW82E4TVA15418
M1004	AXWY04	Blue Fuel Lube Truck Ford F350 83 FORD Blue Service Trk	1FDKF3715DNA15962
M1006		Military Truck	
M1100		D400 8" Hydraulic Trash Pump Hydraulic Water Pump	
M1101	n/a	Holland Pump Mfg. 6" Hydraulic Trash Hydraulic Water Pump	H25-D-646
M1105		Holland Pump Mfg. 12" Hydraulic Submersible Trash Pump w/ 10" discharge Hydraulic Water Pump	Pumphead: SN: H-12TA-5090 John Deere 6068T-751
M1111		JD D8S 4045T-1401, PUMPHEADS H8TA-5465 W/ 1"&1-1/4"x50 HOSE	D8S-4045T-1401, H8TA-5465
M1102	2007	4000 P.S.I. Pressure Washer w/ GX390 EZ Series 44 Honda 13HP	EZ4040G GCAKT-1207678
M1104		Wacker DPU554SHE Reversible Vibratory Plate Tamp - Diesel	10284956
M1106	NO TAG	Champion Model 1000 Welder w/ Trailer	3617300341
M45	NO TAG	HOBART WELDER	L3370072H
M1109	2012	North Star Power Washer	
M1110	2017	BOBCAT HYDRAULIC CLAMP (GRAPPLE)	AJBV02061
M1200	2015	CATERPILLAR 725C ARTICULATED DUMP TRUCK RENT MO TO MO	TFB00670
M1201	2015	CATERPILLAR 725C ARTICULATED DUMP TRUCK RENT MO TO MO	TFB00671
M1202	2015	CATERPILLAR 725C ARTICULATED DUMP TRUCK RENT MO TO MO	TFB00707
M1208	2015	CATERPILLAR 725C ARTICULATED DUMP TRUCK RENT MO TO MO	TFB00709
M1210	1986	Caterpillar 613C Elevating Scraper	092X02423 Tractor, 93X01103 Pan
M1211	1996	Caterpillar 613C Elevating Scraper	8LJ01398 Tractor, X93X03340X Pan
M1301		Toyota Forklift Model 7FGU30	60068

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Mancil's Tractor Service, Inc.

(hereinafter called Principal)

North American Specialty  
and Insurance Company (hereinafter called the Surety), with its principal offices in the City of  
Manchester NH and authorized to do business in the State of Florida, are held and firmly bound unto  
City of Vero Beach as Obligee, hereinafter called the Obligee, in the sum of  
Five Percent of the Amount Bid Dollars (\$ 5% )

for the payment of which sum will and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted a Bid for:

Bid # 140-19/JO - City of Vero Beach Annual Street Resurfacing  
and,

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith Contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this 24th day of September, 2019.

*Myra Smith*  
Principal Seal

Myra Smith, Vice President  
Title

*Sue Smart*  
Witness



North American Specialty Insurance Company  
Surety Seal

*Jennifer Stephens*  
Witness Jennifer Stephens

*Kevin Wojtowicz*  
Title Kevin Wojtowicz, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOHN R. NEU, LAURA D. MOSHOLDER, KEVIN WOJTOWICZ, DANIEL OAKS, DAVID HOOVER and DON BRAMLAGE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of December, 2017.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 8th day of December, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of September, 2019.

**FORM OF AGREEMENT  
BID NO. 140-19/JO  
ANNUAL STREET RESURFACING**

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between

NAME OF CONTRACTOR: C.W. Roberts Contracting, Inc (Formerly Mancil's Tractor Service, Inc.)

ADDRESS OF CONTRACTOR: 8530 SW Jayme Way

CITY, STATE, ZIP CODE: Palm City, FL 34990

hereinafter called the Contractor, and the CITY OF VERO BEACH, a municipal corporation organized and existing under the Laws of the State of Florida and located in Indian River County, Florida, hereinafter called the City.

WITNESSETH:

That the Contractor and the City, for the consideration hereinafter named, agree as follows:

**Article 1. SCOPE OF WORK** - The Contractor shall perform all the Work as described in the Documents entitled "**BID NO. 140-19/JO ANNUAL STREET RESURFACING**" for the City of Vero Beach, Florida, and shall do everything required by this Form of Agreement and any other Contract Documents.

**Article 2. TERM AND RENEWAL** - The term of this Contract shall begin on the date of the last signature by the City of Vero Beach and remain in effect for two (2) years. This contract, with the written consent of both parties, is renewable in annual increments for a period not to exceed two (2) one- (1) year periods. The City Manager is authorized to renew this Contract subject to satisfactory performance, zero cost increase, vendor acceptance, and the determinations that renewal of this Contract is in the best interest of the City.

A monthly Bituminous Materials adjustment only, as per FDOT Specifications, will be made. No Fuel or other adjustments will be made.

Annual renewal provisions will allow for price adjustment based on the pricing index for bituminous materials as per DOT specifications.

**Article 3. COMMENCEMENT AND COMPLETION** - The Contractor shall commence Work under this Contract within Ten (10) calendar days after the Commencement Date, as described in the Notice to Proceed, and shall complete the Work within timeframe specified in each TASK

In order to accomplish the work described under this Contract a TASK ORDER shall be issued and each TASK ORDER within the timeframes and conditions set forth in this Contract and such TASK ORDER, Contractor agrees to observe the following requirements:

The specific scope of services to be provided by CONTRACTOR shall be defined in each individual TASK ORDER prepared and approved by CITY. Each TASK ORDER shall include the project description, the scope of services to be provided by CONTRACTOR, CITY's responsibilities, the time of performance, and amount of compensation. TASK ORDERS shall be dated and sequentially numbered, and approved by CITY prior to a notice-to-proceed order being issued. Each TASK ORDER shall be deemed to incorporate and be subject to this Contract.

CONTRACTOR's work shall commence only upon written authorization in the form of a notice-to-proceed order issued by CITY separate from this Contract and any TASK ORDER. After issuance of a TASK ORDER and written authorization to proceed, CONTRACTOR shall consult with CITY to clarify and define CITY's requirements for the project and review all available data. CONTRACTOR shall obtain all permits required for performance of the work necessary to complete the project described in the applicable TASK ORDER.

**Article 4. ESTIMATED CONTRACT VALUE** - The following is the estimated budgeted amount for street resurfacing:

FY 19/20	\$500,000
FY 20/21	\$500,000
FY 21/22	\$600,000
FY 22/23	\$625,000

**Article 5. PROGRESS PAYMENTS** - The City will make progress payments, based on a calculated percentage of Work which the Contractor has completed. The City shall make such payments on or about the 10<sup>th</sup> of each month for the previous month's Work, so long as Contractor has submitted an Estimate for Progress Payment.

The City will certify all requests for progress payments before presenting them to the City Finance Department for payment.

**Article 6. FINAL PAYMENT** - Before final payment, the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the Work have been paid. The City shall have the right to demand and receive from the Contractor before making final payment, an affidavit stating that the Contractor has made payment in full for all labor, services and materials incorporated into the Work corresponding to the progress or final payment to be made. The City shall rely on said affidavit at face value.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor and the City, other than any claims the City may have arising from unsettled liens or from faulty Work appearing after final payment. The City may withhold from final payment such amounts as may be described elsewhere herein.

**Article 7. INDEMNIFICATION AND INSURANCE** - The Contractor shall indemnify City, as provided in Article 17, General Conditions, and procure and maintain insurance provided in Article 18, General Conditions, and Attachment "Insurance Requirements" and, to the extent required in said Articles or Attachment, require any and all Subcontractors to do the same.

**Article 8. GUARANTEES** - The Contractor shall guarantee via performance bond as described herein, the equipment, articles, devices, and materials furnished or installed, against any and all failure in proper use and operation for a period of one (1) year from the date of final acceptance of the Work completed under this Contract. The Contractor shall also obtain and guarantee by Performance Bond, as described herein, warranties from manufacturers for each article and piece of equipment furnished or installed, so that the manufacturer's warranty fully covers the equipment from date of shipment to the Contractor through the period of one (1) year after date of final acceptance of the Work completed under this Contract.

**Article 9. LIQUIDATED DAMAGES** - The parties, recognizing that time is of the essence and that it would be impossible to determine the City's damages in the event that the Contractor fails to complete the Contract by the Completion Date, hereby agree that the Contractor shall pay, as liquidated damages, the sum of Two Hundred and no/100 (\$200.00) Dollars for each calendar day beyond the Completion Date that Contractor fails to complete the Work. The parties further agree that the City may withhold such liquidated damages from any payment due the Contractor.

**Article 10. CONTRACTOR'S REPRESENTATIONS** - In order to induce the City to enter into this Contract, the Contractor makes the following representations:

- A. The Contractor has familiarized himself with the nature and extent of his obligations under this Contract. Contractor has familiarized himself with the Work Site, locality, and all local conditions and laws and regulations that in any manner may effect his costs, progress, or performance.
- B. The Contractor has carefully studied, or will carefully study, all reports of explorations and tests of subsurface conditions and Drawings of physical conditions which are identified or provided in this Contract or prior to any Work Order and accepts or shall accept the accuracy of any technical data contained in such reports and Drawings, upon which Contractor is entitled to rely.
- C. The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to those referred to in Sub-Article B, above) pertaining to the subsurface or physical conditions at or contiguous to the Site or otherwise affecting his performance, as the Contractor considers necessary for the performance at the Contract Price and in accordance with the other terms and conditions of this Contract.
- D. The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

- E. The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the Site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including other revisions specified elsewhere herein.
  
- F. At the time of entering into the Contract, the Contractor has given the City written notice of all conflicts, errors, and discrepancies that the Contractor had discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.

**Article 11. CONTRACT UNIT PRICES** - The unit prices contained in the Bid Schedule are incorporated herein, with changes as noted, and made a part of this Contract.

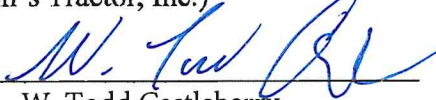
**TITLE: BID NO. 140-19/JO ANNUAL STREET RESURFACING**

WITNESSED BY:

Sign:   
Print: Maureen Saltzer

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

C.W. Roberts Contracting, Inc (Formally Mancil's Tractor, Inc.)

Sign:   
Print: W. Todd Castleberry  
Title: Vice President

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

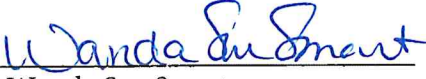
STATE OF Florida  
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 29th day of October, 2019, by W. Todd Castleberry as Vice President, and \_\_\_\_\_ as \_\_\_\_\_, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and did (did not) take an oath.

NOTARY PUBLIC



WANDA SUE SMART  
Commission # GG 200367  
Expires April 25, 2022  
Bonded Thru Budget Notary Services

Sign:   
Print: Wanda Sue Smart  
State of Florida at Large (seal)  
Commission No.: GG 200367  
My Commission Expires: 04/25/2022

*HOSFORD OFFICE*  
P.O. Box 188  
Hosford, Florida 32334  
Phone: (850) 379-8116 • Fax: (850) 379-8188

*FREEPORT OFFICE*  
160 Industrial Park Road  
Freeport, Florida 32439  
Phone: (850) 835-3500 • Fax: (850) 835-3519

*WILDWOOD OFFICE*  
4208 County Road 124-A  
Wildwood, Florida 34785  
Phone: (352) 330-2540 • Fax: (352) 330-2609

*PANAMA CITY OFFICE*  
1603 Bay Avenue  
Panama City, Florida 32405  
Phone: (850) 769-6640 • Fax: (850) 769-7775



*CORPORATE OFFICE*  
3372 Capital Circle NE  
Tallahassee, Florida 32308  
Phone: (850) 385-5060 • Fax: (850) 385-5420

*PLANT CITY OFFICE*  
2102 Jim Johnson Road  
Plant City, Florida 33566  
Phone: (813) 756-2009 • Fax: (813) 659-4436

*OKEECHOBEE OFFICE*  
806 NW 9th Street  
Okeechobee, Florida 34972  
Phone: (863) 763-7373 • Fax: (863) 763-7379

*PALM CITY OFFICE*  
8530 SW Jayme Way  
Palm City, Florida 34990  
Phone: (772) 288-0951 • Fax: (772) 288-0983

*GULF COAST TERMINAL*  
122 South Center Avenue  
Panama City, Florida 32401  
Phone: (850) 769-7513 • Fax: (850) 769-7594

October 28, 2019

City of Vero Beach  
Attention: Carol S. Shoaf, Contract Administrator  
P.O. Box 1389  
Vero Beach, FL 32961-1389

RE: Agreement / Bid No. 140-19/JO for Annual Street Resurfacing (the "Agreement")

Dear Ms. Shoaf:

On October 1, 2019, C.W. Roberts Contracting, Incorporated acquired substantially all of the assets of Mancil's Tractor Service, Inc. In connection with the acquisition, Mancil's assigned to us, and we agreed to assume, all of Mancil's rights and obligations remaining under its outstanding project contracts, including the Agreement referenced above. At your request, we are submitting this letter to confirm that we are aware of the terms of the Agreement and are assuming all of Mancil's performance obligations and other aspects of the Agreement. In addition, we understand that you require a new cover page and signature page in order to effectuate the assignment and assumption of the Agreement, which we are submitting concurrently with this letter.

Should you have questions or need additional information, please contact Sue Smart, Contract Administrator, at [ssmart@cwrcontracting.com](mailto:ssmart@cwrcontracting.com) or (772) 288-0951. We look forward to working with you, and we appreciate your attention to this matter.

Sincerely,

C.W. Roberts Contracting, Incorporated

A handwritten signature in blue ink that reads 'Robert P. Flowers'.

Robert P. Flowers, President

**TITLE: BID NO. 140-19/JO ANNUAL STREET RESURFACING**

ATTEST:

Sign: Tammy K. Bursick  
Print: TAMMY K. BURSICK  
Title: City Clerk

CITY OF VERO BEACH:

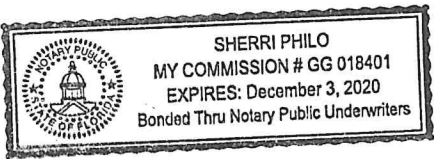
Sign: Anthony W. Young  
Print: ANTHONY W. YOUNG  
Title: Mayor

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of November, 2019, by Anthony W. Young, Mayor of the City of Vero Beach, and attested by Tammy K. Bursick, as City Clerk of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: Sherril Philo  
Print: Sherril Philo  
State of Florida at Large (seal)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**ADMINISTRATIVE REVIEW**  
(For Internal Use Only – Sec. 2-77 COVB Code)

Approved as to technical requirements:

Matthew Mitts 11-21-19  
Matthew T. Mitts, P.E. Date  
Director of Public Works

Approved as conforming to municipal policy:

Monte K. Falls 11/26/19  
Monte K. Falls, P.E., City Manager Date

Approved as to form and legal sufficiency:

John S. Turner 11/25/19  
John S. Turner, City Attorney Date

Approved as to budget sufficiency:

Cynthia D. Lawson 11/22/19  
Cynthia D. Lawson, Director of Finance Date

**CITY OF VERO BEACH**  
**REVISED BID SCHEDULE**  
**ANNUAL STREET RESURFACING CONTRACT**  
**PUBLIC WORKS PROJECT NO. 2019-13**  
**BID NO. 140-19/JO**

<u>Item</u>	<u>Division I - Milling and Resurfacing</u>	<u>Description</u>	<u>Road Paving</u>	<u>Parking Lots</u>
1.	Asphalt Resurfacing - FDOT, SP 9.5 - less than 25 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$225.00 /Tn	\$235.00 /Tn
2.	Asphalt Resurfacing - FDOT, SP 9.5 - 25 to 99 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$175.00 /Tn	\$185.00 /Tn
3.	Asphalt Resurfacing - FDOT, SP 9.5 - 100 to 299 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$145.00 /Tn	\$150.00 /Tn
4.	Asphalt Resurfacing - FDOT, SP 9.5 - over 300 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	\$120.00 /Tn	\$125.00 /Tn
5.	Milling Existing Pavement - less than 2,000 S.Y.	includes cleanup and removal	\$5.00 /SY	\$5.50 /SY
6.	Milling Existing Pavement - 2,000 - 9,999 S.Y.	includes cleanup and removal	\$4.00 /SY	\$4.50 /SY
7.	Milling Existing Pavement - over 10,000 S.Y.	includes cleanup and removal	\$3.00 /SY	\$3.25 /SY
8.	Night Work	Cost per Ton Increase	\$10.00 /Tn	\$10.00 /Tn
9.	TACK FOB per Gallon	FOB Gallon	\$15.00 /gal	
10.	Hot Asphalt for Pick Up FOB at Plant SP 9.5 or S-3	For Pick up	\$75.00 /Tn	
11.	Striping			
	a. Temporary Striping	Vendor Schedules & Provides	\$ 2.00 /LF	
	b. Mobilization Fee Temporary Striping	Lump Sum	\$ 900.00	

**BID SCHEDULE CONTINUED**

**Item**

<b><u>No.</u></b>	<b><u>Division II - Concrete Curb &amp; Sidewalk</u></b>	<b><u>Description</u></b>	<b><u>Road Paving</u></b>	<b><u>Parking Lots</u></b>
12.	Remove Existing Curb or Curb & Gutter:			
a.	Type F Curb and Gutter	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
b.	Type D Header Curb	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
c.	Miami curb	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
d.	8" (wide) x 16" (deep) curb	less than 99 ft.	\$15.00 /LF	\$15.00 /LF
		100 to 300 ft.	\$15.00 /LF	\$15.00 /LF
		over 300 ft.	\$15.00 /LF	\$15.00 /LF
13.	Construct Curbing:			
a.	Type F Curb and Gutter	less than 99 ft.	\$30.00 /LF	\$30.00 /LF
		100 to 300 ft.	\$28.00 /LF	\$28.00 /LF
		over 300 ft.	\$27.00 /LF	\$27.00 /LF
b.	Type D Header Curb	less than 99 ft.	\$26.00 /LF	\$26.00 /LF
		100 to 300 ft.	\$24.00 /LF	\$24.00 /LF
		over 300 ft.	\$23.00 /LF	\$23.00 /LF
c.	Miami curb	less than 99 ft.	\$31.00 /LF	\$31.00 /LF
		100 to 300 ft.	\$26.00 /LF	\$26.00 /LF
		over 300 ft.	\$25.00 /LF	\$25.00 /LF
d.	8" (wide) x 16" (deep) curb	less than 99 ft.	\$33.00 /LF	\$33.00 /LF
		100 to 300 ft.	\$28.00 /LF	\$28.00 /LF
		over 300 ft.	\$27.00 /LF	\$27.00 /LF

**BID SCHEDULE CONTINUED**

Work under this Contract includes all labor, materials, equipment, supervision, services and incidentals necessary to perform this contract.

Firm Name: MANCIL'S TRACTOR SERVICE, INC.

Address: 8530 SW JAYME WAY

City & State: PALM CITY, FL Zip: 34990

Telephone: (772) 288-0951 Fax: (772) 288-0983

E-Mail: rslone@mancils.com Terms: \_\_\_\_\_

Name, Printed: MYRA SMITH Signature: 

Title: VICE PRESIDENT Date: 09/24/2019





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p><b>All parties where required by written contract. This insurance is primary and non-contributing with any other insurance where the written contract requires that this insurance be primary and non-contributory. When the insurance provided by this endorsement is primary and non-contributory, we will not see any contribution from any other insurance policy available to the additional insured on which the additional insured is a named insured.</b></p>	<p><b>Operations at locations which are the subject of written contracts for liability arising out of "your work" for the person or organization named.</b></p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p><b>All parties where required by written contract. This insurance is primary and non-contributing with any other insurance where the written contract requires that this insurance be primary and non-contributory. When the insurance provided by this</b></p>	<p><b>Completed operations at locations which are the subject of written contracts for liability arising out of "your work" for the person or organization named.</b></p>
<p><b>endorsement is primary and non-contributory, we will not seek any contribution from any other insurance policy available to the additional insured.</b></p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## **INSURANCE REQUIRED**

Construction Contracts  
Revised 09/13/2018

### **A. In General**

Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance coverage of the types listed below with limits of no less than those specified.

The contractor shall require each of its subcontractors to procure and maintain, before starting and until completion of the subcontractor's work, insurance coverage of the types listed below with coverage limits of no less than those specified. It shall be the responsibility of the contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The contractor shall promptly obtain and provide to the City, upon the City's request, evidence of any subcontractor's insurance, which evidence shall be in the form of a certificate of insurance as required herein for the contractor.

### **B. Coverage**

The types and amounts of insurance coverage shall meet or exceed to the following minimum requirements:

#### **1. Workers' Compensation**

\$1,000,000 each accident  
\$1,000,000 bodily injury by disease each employee  
\$1,000,000 bodily injury by disease policy limit

If any operations are to be undertaken on or about navigable waters, coverage shall be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

#### **2. Commercial General Liability**

\$1,000,000 Per occurrence  
\$1,000,000 Personal/advertising injury  
\$2,000,000 Products/completed operations aggregate  
\$2,000,000 General aggregate  
\$100,000 Damage to Rented Premises (each occurrence)  
\$5,000 Medical expense any 1 person

The insurance policy and coverage shall be in a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office (ISO).

**3. Business Auto Policy**

\$1,000,000 /combined single limit (CSL)

The insurance policy and coverage shall be in a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office (ISO).

**4. Umbrella**

\$1,000,000 per occurrence.

**C. Policy Endorsements**

**The contractor's policies of insurance for commercial general liability and business auto liability shall be written to include or be endorsed to include the "City of Vero Beach" as an additional insured. The contractor shall cause additional insured endorsement(s),** containing language no less restrictive than ISO Form CG 20 10 11 85 (or if any update to CG 20 10 11 85, then CG 20 37 04 13 would also be required) and acceptable to the City, to be provided to the City before operations are commenced and as a condition of awarding the contract. Such policies shall also be endorsed to provide for: (i) the carrier's waiver of subrogation in favor of the City; (ii) a minimum of thirty days prior notice to the City of expiration or cancellation and/or restriction of coverage, and; (iii) ten (10) days prior notice to the City before cancellation for non-payment. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause endorsement(s) for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

**D. Certificates of Insurance**

The contractor shall cause a certificate(s) of insurance to be provided to the City for all of contractor's insurance coverage, in a form acceptable to the City, before operations are commenced and as a condition of awarding the contract. Certificates shall state the types of coverage provided, limits of liability, and expiration dates. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause certificate(s) of insurance for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

**E. Contractor Insurance Primary; City Insurance Non-Contributing**

The contractor's insurance and its subcontractor's insurance in all instances shall be primary. Any insurance policy or coverage that may be maintained by the City shall be in excess of and shall not contribute with the contractor's insurance or its subcontractor's insurance.

## **F. Insurance Approval**

All insurance documents submitted to the City are subject to City approval for adequacy and protection. All coverage shall be provided by insurance companies authorized to do business in the state of Florida and otherwise satisfactory to the City.

## **G. Failure to Maintain Insurance**

The responsibility and obligation to provide and maintain insurance in the forms, types, and minimum coverage required herein and to maintain proper City additional insured policy endorsements and certificates of insurance is solely the contractor's, which responsibility and obligation continues throughout performance of the contract and until such time as the work is finally accepted by the City. Failure of the contractor to provide and maintain all insurance coverage as and in the manner required herein will be deemed detrimental to the public interest, an increased and unnecessary risk, and a material breach of the contract which can result in immediate termination and in the contractor being liable for the full amount of all claims and losses incurred by the City due to the contractor's failure to maintain insurance or the policy endorsements.



## Electronically Certified Official Record

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<b>Agency Name:</b>	Indian River County Clerk of the Circuit Court and Comptroller
<b>Clerk of the Circuit Court:</b>	The Honorable Jeffrey R. Smith
<b>Date Issued:</b>	11/15/2019 12:10:37 PM
<b>Unique Reference Number:</b>	BAA-CABIBFBBBFEFAB-BCAGB- DBCABJAAGGJHF-CDDDA-B
<b>Instrument Number:</b>	3120190066975
<b>Requesting Party Code:</b>	20181511154501
<b>Requesting Party Reference:</b>	young.brandon8953@yahoo.com

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### CERTIFICATION

Pursuant to Sections 90.955(1) and 90.902(1), Florida Statutes, and Federal Rules of Evidence 901(a), 901(b)(7), and 902(1), the attached document is electronically certified by The Honorable Jeffrey R. Smith, Indian River County Clerk of the Circuit Court and Comptroller, to be a true and correct copy of an official record or document authorized by law to be recorded or filed and actually recorded or filed in the office of the Indian River Clerk of the Circuit Court. The document may have redactions as required by law.

### HOW TO VERIFY THIS DOCUMENT

This document contains a Unique Reference Number for identification purposes and a tamper-evident seal to indicate if the document has been tampered with. To view the tamper-evident seal and verify the certifier's digital signature, open this document with Adobe Reader software. You can also verify this document by scanning the QR code or visiting <https://Verify.Clerkcertify.com/VerifyImage>.

\*\*The web address shown above contains an embedded link to the verification page for this particular document.



Bond No. 30084815 / 016221298

Contract No. \_\_\_\_\_

**PAYMENT AND PERFORMANCE BOND**

BY THIS BOND, We, CW Roberts Contracting, Inc. (hereinafter "Contractor"), of  
(contractor legal name)

3372 Capital Circle NE, Tallahassee, FL 32308, (772) 288-0951,  
(address) (city, state, zip) (telephone number)

as principal, and Western Surety Company and Liberty Mutual Insurance Comany (hereinafter "Surety"), of  
(surety legal name)

151 N. Franklin Street Chicago, IL 60606 312-522-5000,  
(address) (city, state, zip) (telephone number)

as surety, are held and bound unto the CITY OF VERO BEACH (hereinafter "City"), of

1053 20<sup>th</sup> Place, P.O. Box 1389, Vero Beach, Florida 32961-1389, 772- \_\_\_\_\_, as obligee,  
(telephone number)

in the sum of Five hundred thousand dollars and zero cents Dollars \$ 500,000.00 \_\_\_\_\_),  
(100% of contract price)

for payment of which we bind ourselves, our heirs, personal representatives, successors, assigns, trustees and  
receivers, jointly and severally, firmly by this presents.

Contractor has by written agreement dated the 14<sup>th</sup> day of November 2019, entered into a

contract with City for City of Vero Beach Annual Street Resurfacing (bid # 140-19/JO)  
(general description of the improvement or work)

located and identified as Various locations in the City of Vero Beach  
(legal description or street address of property being improved)

which contract and its terms, conditions, specifications and any amendments or change orders thereunder  
(hereinafter collectively the "Contract") are by reference made a part of this bond.

THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor:

- (1) Promptly and faithfully performs the Contract at the times and in the manner prescribed in the Contract; and
- (2) Promptly makes payments to all claimants supplying the Contractor with labor, services, materials, or supplies, used directly or indirectly by Contractor, or otherwise, in or for the prosecution of the work provided for in the Contract; and



Unique Code: BAA-CABIBI-BBBI-EFAB-BCAGB-DBCABJAAAGGJHF-CDDDA-B Page 1 of 6

- (3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by the Contractor under the Contract, and that the City sustains in enforcement of this Bond; and
- (4) Performs all guarantees and warranties of all work and materials furnished under the Contract for the time specified in the Contract or as provided by law or otherwise, which ever period is longer;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the contract or such changes shall not affect Surety's obligation under this bond. The Surety waives notice of any alteration or extension of time made or permitted by the City. In addition, the penal sum of this bond shall automatically be increased by the total cost of all approved change orders.

This bond shall inure to the benefit of all persons, companies and corporations entitled to make a claim for payment pursuant to the applicable provisions of F.S. § 255.05, or their assigns, provided such claimants observe the notice and time limitation provisions of that section. No final settlement between the City and the Contractor or the Surety, or both, shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Whenever the Contractor shall be and is declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety shall, upon reasonable notice of such default, promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms, conditions, and specifications together with any change orders approved by the City prior to the default; or
- (2) Obtain a bid or bids, in the manner provided by law, for completing the Contract in accordance with its terms, conditions, specifications, amendments and change orders, and upon determination by the Surety of the lowest qualified and responsible bidder, or, if the City so elects at its sole option, upon determination by the City and the Surety jointly of the lowest qualified and responsible bidder, arrange for a contract between such bidder and the City, 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 plus all other costs and damages for which the Surety may be liable, minus the balance of the Contract price, but not exceeding the amount set forth in the first paragraph above plus all automatic increases provided hereunder. The term "balance of the Contract price," as used in this bond, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments and change orders approved by the City prior to the default, less all payments made by the City to the Contractor.

Should the Surety fail to promptly remedy the Contractor's default in one of the manners provided herein, the City may remedy the default or complete or arrange for completion of the Contract, whereupon the Surety shall pay to the City all costs and damages for which the Surety may be liable hereunder plus the excess of the cost of completion that exceeds the balance of the Contract price, together with all expenses and costs incurred by the City as a result of the Surety's failure to remedy the Contractor's default as provided herein. This provision shall be cumulative to any other remedy available at law or equity. In any action on this bond, the prevailing party shall recover its costs, including, but not limited to, reasonable attorney's fees and costs. The aggregate liability of the Surety under this paragraph shall not exceed the amount of this bond plus all automatic increases provided hereunder and all additional expenses and costs provided in this paragraph for which the Surety may be liable.

SIGNED AND SEALED THIS 14<sup>th</sup> day of November, 2019.

Witnesses as to Contractor:

ATTEST:

Sherris Lewis  
Print Name: Sherris Lewis

Scott Porcaro  
Print Name: Scott Porcaro

**CONTRACTOR (Principal):**

CW Roberts Contracting, Inc. (SEAL)  
Full Legal Name of Contractor

Signature: W. Todd Castleberry  
Print Name: W. Todd Castleberry

As its: Vice President  
Title

STATE OF Florida  
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2019,  
by W. Todd Castleberry as Vice President for  
(Name) (Title)

CW Roberts Contracting, Inc.  
(Full Legal Name of Contractor)



WANDA SUE SMART  
Commission # GG 200367  
Expires April 25, 2022  
Bonded Thru Budget Notary Services

Wanda Sue Smart  
NOTARY PUBLIC  
Print Name: Wanda Sue Smart  
My Commission Expires:

Witnesses as to Surety:

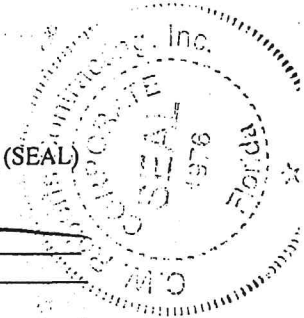
Thomas J. Gentile  
Print Name: Thomas J. Gentile

Alexis Benton  
Print Name: Alexis Benton

**SURETY:**

Western Surety Company and Liberty Mutual Insurance Company (SEAL)  
Full Legal Name of Surety

Signature: Renee Ellis  
Print Name: Renee Ellis  
As its Attorney-in-Fact



Unique Code: BAA-CABIBF-BBBFEFAB-BCAGB-DBCABJJAAGGJHF-CDDDA-B Page 3 of 6

STATE OF Alabama  
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this        day of November, 2019,  
by Renee Ellis as Attorney-in-Fact for  
(Name) (Title)  
Western Surety Company and Liberty Mutual Insurance Company  
(Full Legal Name of Surety)

Billie Jo Sanders  
NOTARY PUBLIC  
Print Name: Billie Jo Sanders  
My Commission Expires:       

Witnesses as to Agent:

Natalie Sammons  
Print Name: Natalie Sammons  
Marti Anderson  
Print Name: MARTI ANDERSON

COUNTERSIGNATURE: (Agent)

Signature: Alan Douglas Moore  
Print Name: Alan Douglas Moore

As: Florida Licensed Resident Agent  
Title

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st day of October, 2019,  
by Alan Douglas Moore as Florida Licensed Resident Agent for  
(Name) (Title)  
Western Surety Company and Liberty Mutual Insurance Company  
(Full Legal Name of Surety)

Carol A. Cooper  
NOTARY PUBLIC  
Print Name:         
My Commission Expires:       



CAROL A. COOPER  
Notary Public, State of Florida  
My Comm. Expires July 22, 2021  
Commission No. GG 102922

ID Produced N/A  
or  Personally Known  
Oath Given/Not Given

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton Kopf III, Individually** A

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 19th day of June, 2015, 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 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  
February 12, 2021



S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



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
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201183-016010

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Durden; Renee Ellis; Thomas J. Gentile; Milton A. Kopf; Billie Jo Sanders; Paul B. Scott, Jr.

all of the city of Montgomery state of AL 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 pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary



State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation 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 Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of



By: Renee C. Llewellyn, Assistant Secretary

Unique Code: BAA-CABIBFBBBFEFAB-BCAGB-DBCABJAAGGJHF-CDDDA-B Page 6 of 6

Not valid for mortgage, note, loan, letter of credit, 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.

Bond No. 30084815 / 016221298

Contract No. \_\_\_\_\_

**PAYMENT AND PERFORMANCE BOND**

BY THIS BOND, We, CW Roberts Contracting, Inc. (hereinafter "Contractor"), of  
(contractor legal name)

3372 Capital Circle NE, Tallahassee, FL 32308, (772) 288-0951,  
(address) (city, state, zip) (telephone number)

as principal, and Western Surety Company and Liberty Mutual Insurance Comany (hereinafter "Surety"), of  
(surety legal name)

151 N. Franklin Street Chicago, IL 60606 312-522-5000,  
(address) (city, state, zip) (telephone number)

as surety, are held and bound unto the CITY OF VERO BEACH (hereinafter "City"), of

1053 20<sup>th</sup> Place, P.O. Box 1389, Vero Beach, Florida 32961-1389, 772- \_\_\_\_\_, as obligee,  
(telephone number)

in the sum of Five hundred thousand dollars and zero cents Dollars \$ 500,000.00 \_\_\_\_\_),  
(100% of contract price)

for payment of which we bind ourselves, our heirs, personal representatives, successors, assigns, trustees and receivers, jointly and severally, firmly by this presents.

Contractor has by written agreement dated the 14<sup>th</sup> day of November 2019, entered into a contract with City for City of Vero Beach Annual Street Resurfacing (bid # 140-19/JO)  
(general description of the improvement or work)

located and identified as Various locations in the City of Vero Beach  
(legal description or street address of property being improved)

which contract and its terms, conditions, specifications and any amendments or change orders thereunder (hereinafter collectively the "Contract") are by reference made a part of this bond.

THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor:

- (1) Promptly and faithfully performs the Contract at the times and in the manner prescribed in the Contract; and
- (2) Promptly makes payments to all claimants supplying the Contractor with labor, services, materials, or supplies, used directly or indirectly by Contractor, or otherwise, in or for the prosecution of the work provided for in the Contract; and

- (3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by the Contractor under the Contract, and that the City sustains in enforcement of this Bond; and
- (4) Performs all guarantees and warranties of all work and materials furnished under the Contract for the time specified in the Contract or as provided by law or otherwise, whichever period is longer;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the contract or such changes shall not affect Surety's obligation under this bond. The Surety waives notice of any alteration or extension of time made or permitted by the City. In addition, the penal sum of this bond shall automatically be increased by the total cost of all approved change orders.

This bond shall inure to the benefit of all persons, companies and corporations entitled to make a claim for payment pursuant to the applicable provisions of F.S. § 255.05, or their assigns, provided such claimants observe the notice and time limitation provisions of that section. No final settlement between the City and the Contractor or the Surety, or both, shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Whenever the Contractor shall be and is declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety shall, upon reasonable notice of such default, promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms, conditions, and specifications together with any change orders approved by the City prior to the default; or
- (2) Obtain a bid or bids, in the manner provided by law, for completing the Contract in accordance with its terms, conditions, specifications, amendments and change orders, and upon determination by the Surety of the lowest qualified and responsible bidder, or, if the City so elects at its sole option, upon determination by the City and the Surety jointly of the lowest qualified and responsible bidder, arrange for a contract between such bidder and the City, 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 plus all other costs and damages for which the Surety may be liable, minus the balance of the Contract price, but not exceeding the amount set forth in the first paragraph above plus all automatic increases provided hereunder. The term "balance of the Contract price," as used in this bond, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments and change orders approved by the City prior to the default, less all payments made by the City to the Contractor.

Should the Surety fail to promptly remedy the Contractor's default in one of the manners provided herein, the City may remedy the default or complete or arrange for completion of the Contract, whereupon the Surety shall pay to the City all costs and damages for which the Surety may be liable hereunder plus the excess of the cost of completion that exceeds the balance of the Contract price, together with all expenses and costs incurred by the City as a result of the Surety's failure to remedy the Contractor's default as provided herein. This provision shall be cumulative to any other remedy available at law or equity. In any action on this bond, the prevailing party shall recover its costs, including, but not limited to, reasonable attorney's fees and costs. The aggregate liability of the Surety under this paragraph shall not exceed the amount of this bond plus all automatic increases provided hereunder and all additional expenses and costs provided in this paragraph for which the Surety may be liable.

SIGNED AND SEALED THIS 14<sup>th</sup> day of November, 2019.

Witnesses as to Contractor:

ATTEST: *Sherri Lewis*

Print Name: Sherri Lewis

*Scott Porcaro*

Print Name: Scott Porcaro

CONTRACTOR (Principal):

CW Roberts Contracting, Inc. (SEAL)

Full Legal Name of Contractor

Signature: *W. Todd Castleberry*

Print Name: W. Todd Castleberry

As its: Vice President  
Title

STATE OF Florida  
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2019,

by W. Todd Castleberry as Vice President for  
(Name) (Title)

CW Roberts Contracting, Inc.  
(Full Legal Name of Contractor)



WANDA SUE SMART  
Commission # GG 200367  
Expires April 25, 2022  
Bonded Thru Budget Notary Services

*Wanda Sue Smart*

NOTARY PUBLIC

Print Name: Wanda Sue Smart

My Commission Expires:

Witnesses as to Surety:

*Thomas J. Gentile*

Print Name: Thomas J. Gentile

*Alexis Benton*

Print Name: Alexis Benton

SURETY:

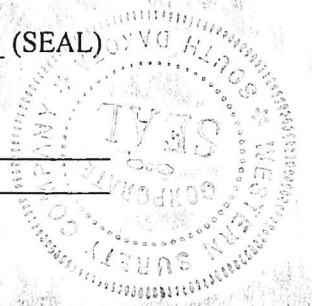
Western Surety Company and Liberty Mutual Insurance Company (SEAL)

Full Legal Name of Surety

Signature: *Renee Ellis*

Print Name: Renee Ellis

As its Attorney-in-Fact





# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually**

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.



WESTERN SURETY COMPANY

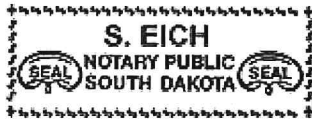
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 19th day of June, 2015, 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 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

February 12, 2021



S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



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
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201183-016010

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Durden; Renee Ellis; Thomas J. Gentile; Milton A. Kopf; Billie Jo Sanders; Paul B. Scott, Jr.

all of the city of Montgomery state of AL 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 pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation 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 Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: Renee C. Llewellyn, Assistant Secretary

## INSTRUCTIONS FOR PAYMENT AND/OR PERFORMANCE BONDS

- (1) Bond must a Payment and/or Performance Bond depending on the circumstances, and on the form provided by the City. No other format will be accepted without city attorney approval.
- (2) The form of bond shall be used for each agreement/contract. The form contemplates one corporate surety only. In case multiple sureties or non-corporate sureties will be furnished, proper forms must be obtained from the city attorney.
- (3) **The Bond must not be dated earlier than date of the agreement/contract for which the Bond is given.**
- (4) The same date used for the agreement/contract must be inserted on the appropriate line on the bond form where it references the agreement/contract for the project being bonded.
- (5) The same full legal name of the contractor/vendor contracting with the City and inserted on the agreement/contract must be used and inserted on the bond form as the principal (i.e. names must match).
- (6) If the principal (contractor/licensee/etc.) is a corporation, insert the full legal name and address of the corporation. Verify with the Florida Division of Corporations that the entity is active and authorized to do business in Florida. Execution by the president or vice-president is required with attestation by the corporate secretary. If there is no corporate secretary two (2) witnesses are required. If executed by other than the appropriate corporate officer, a corporate resolution by the corporation's board of directors authorizing execution by the individual on behalf of and to bind the corporation is required and shall be attached. The corporate seal must be impressed or stamped. If the corporation has no adopted seal, a scroll or adhesive seal shall appear following the corporate name and the word "SEAL" included.
- (7) If the principal is an individual, the individual's full name and address shall be inserted, and the principal shall sign the bond with that person's usual signature on the line opposite or above the "SEAL."
- (8) If the principals are partners, (but not a legally formed partnership) their individual names and addresses shall be inserted, with the recital that they are partners. And if they compose a firm, name it. All such partners must sign. For legally formed and registered partnerships, insert the full legal name and address of the partnership, indicating whether general or limited. Verify with the Florida Division of Corporations that the partnership is active and authorized to do business in Florida. The general partners in a general partnership shall sign; the managing and general partner(s) of a limited partnership shall sign.
- (9) If the principal is a limited liability company, insert the full legal name and address of the company. Verify with the Florida Division of Corporations that the company is active and authorized to do business in Florida. At least one (1) managing member of a member managed company or manager of a manager managed company shall sign.

- (10) For all other forms of organization consult with the city attorney to ascertain the appropriate form of bond and requirements for proper execution.
- (11) The above rules for execution also apply to the Surety executing the bond.
- (12) The Surety must also meet the following requirements pursuant to F.S. 287.0935 (and execute under seal if a corporation):
  - (a) the surety company is licensed to do business in Florida (verify the company is active and authorized); **and**
  - (b) the surety company holds a certificate of authority authorizing it to write surety bonds in Florida; **and**
  - (c) the surety company has twice the minimum surplus and capital required by the Florida Insurance Code; **and**
  - (d) the surety company is otherwise in compliance with the provisions of the Florida Insurance Code; **and**
  - (e) the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.
- (13) Original current and valid power-of-attorney authorizing execution of the bond by the surety's attorney-in-fact must be attached to the executed bond. (Under seal if a corporation).
- (14) If the bond is executed by an out-of-state agent not holding a license from the state of Florida, the executed counterpart of the bond must be countersigned by a Florida licensed agent.
- (15) **RECORDING AND CERTIFIED COPY REQUIRED.** Pursuant to F.S. Chap. 255, the contractor must record the Bond with the County Clerk in the Public Records of Indian River County, after which the contractor must obtain a certified copy of the recorded Bond from the County Clerk and provide such certified copy to the City along with the original of the Bond before any work may commence or any payment on the contract may be made by the City.

**AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared the undersigned who, by me being first duly sworn, deposes and says:

The undersigned is a sub-Contractor under the prime Contractor under a Contract entered into by and

Between the \_\_\_\_\_, and \_\_\_\_\_ for the

performance of the following described Work:

The undersigned further deposes and says that said labor, materials, and/or services were of a total value of \$\_\_\_\_\_ of which there remains due owing and unpaid the sum of \$\_\_\_\_\_ to the undersigned.

Corporate Seal

\_\_\_\_\_  
Sub-Contractor

WITNESS:

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

Sworn to and subscribed before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public State of Florida  
at Large

**CITY OF VERO BEACH  
PUBLIC WORKS DEPARTMENT**

**RELEASE AND WAIVER OF CLAIM ON PROGRESS PAYMENT**

The undersigned Claimant, in consideration of the sum of \$ \_\_\_\_\_, hereby releases and waives its claim and right to make a claim against the contractor, the surety, the payment bond, and the City of Vero Beach for all labor, services, and materials furnished through [date] \_\_\_\_\_ to the contractor on the job of the City of Vero Beach, for improvements to the following described project:

PROJECT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

This Release and Waiver does not cover any retention or any labor, services, or materials furnished after the date specified. If this Release and Waiver is given in exchange for payment in the form of a check or other negotiable instrument, such Release and Waiver is conditioned on full payment of the check or such other instrument. The undersigned hereby warrants and represents that he/she has been and is on the date of the execution of this Release and Waiver duly authorized to execute this Release and Waiver on behalf of and to bind the Claimant.

**CLAIMANT:**

Company Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

[SEAL]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing Release and Waiver of Claim on Progress Payment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_, for and on behalf of \_\_\_\_\_, Claimant. He/She\_\_is personally known to me; OR\_\_produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public  
Print Name:  
Commission No.:  
My Commission Expires:

**CITY OF VERO BEACH  
PUBLIC WORKS DEPARTMENT**

**RELEASE AND WAIVER OF ALL CLAIMS ON FINAL PAYMENT**

The undersigned Claimant, in consideration of the final payment in the amount of \$\_\_\_\_\_, hereby releases and waives all claims and all right to make a claim against the contractor, the surety, the payment bond, and the City of Vero Beach for all labor, services, and materials furnished to the contractor on the job of the City of Vero Beach, for improvements to the following described project:

PROJECT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

If the foregoing Release and Waiver is given in exchange for payment in the form of a check or other negotiable instrument, such waiver is conditioned on full payment of the check or such other instrument. The undersigned hereby warrants and represents that he/she has been and is on the date of the execution of this Release and Waiver duly authorized to execute this Release and Waiver on behalf of and to bind the Claimant.

**CLAIMANT:**

Company Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

[SEAL]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing Release and Waiver of All Claims on Final Payment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_, for and on behalf of \_\_\_\_\_, Claimant. He/She\_\_ is personally known to me; OR\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Print Name:

Commission No.:

My Commission Expires:

[SEAL]

CITY OF VERO BEACH, FLORIDA

**ANNUAL STREET RESURFACING**

**BID NO. 140-19/JO**

**ATTACHMENTS**

Technical Specifications

INDEX

SECTION 1

GENERAL REQUIREMENTS

<u>Paragraph No.</u>	<u>Paragraph Title</u>
1.01	General
1.02	Scope of Work
1.03	Contractor's Responsibility
1.04	Existing Utilities and Structures
1.05	Excavation - Unidentified Areas of Contamination
1.06	Weather and Unauthorized Work
1.07	General Construction Requirements
1.08	Grassing
1.09	Testing
1.10	Resident Notification
1.11	Hazardous Waste Disposal

## SECTION 1

### SPECIAL PROVISIONS

1.01 GENERAL: These Special Provisions shall modify and amplify the other provisions of the Contract Documents. In case of a conflict between these Special Provisions and any provision of the Contract Documents, Paragraph 24, Conflicts, of the General Conditions shall govern.

1.02 SCOPE OF WORK:

Work under this Contract includes furnishing all labor, materials, tools, equipment, supervision, services and incidentals necessary to construct the asphalt paving, resurfacing, milling and concrete sidewalk replacement, along with concrete curb and gutter and concrete driveway replacement, curb cut ramps including miscellaneous incidentals, and restoration work as specified herein and as directed by the City Engineer through the term of this contract.

For the construction of new sidewalk or driveways, earthwork in excess of 6" will be paid for as a separate item.

For fill material supplied by the City (See SGC-2(F)), the Contractor will be responsible for placing, grading and compacting the material and restoring the storage area.

1.03 CONTRACTOR'S RESPONSIBILITY:

- A. General Traffic Control: The Contractor shall be responsible for maintaining the established traffic control, traffic safety in the work area, protection of the public as specified elsewhere herein, and for the final cleaning of the existing street surfaces by power broom.
- B. Asphalt Resurfacing: The Contractor shall be responsible for the placement of an asphalt tack coat prior to resurfacing all parking lots and streets. The cleaning and tacking shall be considered an integral part of the Asphalt Resurfacing, for which no separate payment will be made. All streets and parking lots shall be cleaned of all standing water, dirt, leaves, foreign material, etc.
- C. Leveling: Where directed prior to placing the resurfacing, the existing surface shall be brought to proper grade and cross section by the application of a patching or leveling course(s). Work shall be per Sections 330-9 and 330-10 of the FDOT Standard Specifications for Road and Bridge Construction (2014 edition).

1.04 EXISTING UTILITIES AND STRUCTURES:

In order to assure himself of the actual location of such facilities, the Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction and during construction to arrange for positive underground location. The Contractor is advised to notify the SUNSHINE STATE ONE CALL CENTER at 1-800-432-4770 a minimum of forty-eight (48) hours prior to any excavation. The Contractor is further advised that not all utilities are members of the SUNSHINE STATE ONE CALL CENTER, and that contacting the SUNSHINE STATE ONE CALL CENTER shall not relieve the Contractor of his responsibility for notifying or locating all other utilities.

Contractor shall coordinate with the utility companies where their facilities may be in conflict with or endangered by the proposed construction. Relocation of other utilities for the convenience of the Contractor shall be paid for by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. The Contractor shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the Contractor for any loss of time or delay. The Contractor shall coordinate his activities with City of Vero Beach (Utility Department), City Gas, AT&T, BellSouth and other utility companies in order to maintain utility service and minimize the amount of interference and interruption.

All overhead, surface or underground facilities and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures are to be completely repaired, at no expense to the City, within a reasonable time; needless delay will not be tolerated. The City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner and City. All damaged utilities, structures, etc. must be replaced or prevented from leaking or malfunctioning. All repairs are to be inspected by the utility owner and City prior to backfilling. No additional cost shall be paid for this work.

1.05 EXCAVATION - UNIDENTIFIED AREAS OF CONTAMINATION:

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous or toxic waste, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

The Contractor's operations shall not resume until so directed by the Engineer.

Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any Local, State, or Federal Agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous or toxic waste, and the contract does not include pay items for disposal, payment will be made as specified herein.

The City may agree to hold harmless and indemnify the Contractor for damages when the Contractor discovers or encounters hazardous materials or pollutants during the performance of services for the City when the presence of such materials or pollutants were unknown or not reasonably discoverable. Such indemnification agreements shall only be effective if the Contractor immediately stops work and notifies the City of the hazardous material or pollutant problem.

Such indemnification agreement will not be valid for damages resulting from any willful, wanton, or intentional conduct of the Contractor nor operations of Hazardous Material Contractors.

1.06 WEATHER AND UNAUTHORIZED WORK: In the event of rain, the City Engineer or his representative will indicate when the paving or concrete operation is to be suspended. Any mix placed after work has been suspended will be considered unauthorized work and subject to nonpayment or may be ordered removed, replaced or repaired at no cost to the City. Asphalt mix or ready mix which is on the job site or in transit from the plant after suspension of the paving operation will remain property of the Contractor.

1.07 GENERAL CONSTRUCTION REQUIREMENTS:

A. Workmanship: All materials and equipment shall be installed in accordance with the manufacturer's instructions and these Contract Documents. The Contractor shall notify the Engineer when the manufacturer's instructions conflict with these specifications.

B. Materials Handling: The Contractor shall make arrangements at his own expense for the unloading and storing of materials at an approved location until needed for installation. Under no circumstances will pipe, materials, or structures placed on the job site obstruct driveways, streets, or be placed within three feet of the pavement of streets or highways. The Contractor shall provide and maintain approved barricades, warning lights and guards necessary for the protection of the public. The Contractor shall coordinate said barricades, lights and guards with the City Police Department and the Engineer.

C. Confinement of Operations: The Contractor shall be fully responsible for constructing the work within the project work area. All construction operations by the Contractor shall be confined to the project work area secured by the City for this work. No equipment moving, parking, material storage, etc., shall be permitted on private

property without the property owner's consent in writing. The Contractor shall be responsible for trespassing upon private property and for damage to any property, public or private.

- D. Site Maintenance: The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand or other debris where the construction occurs in parks, residential, commercial, or other developed areas.

1.08 GRASSING (Where Restoration Requires Grassing):

- A. Installation: Sodding shall be performed as soon as possible after finish grading the work area. The areas over which sod is to be placed shall be scarified or loosened to a suitable depth. Fertilizer shall be spread uniformly at a rate of 400-500 pounds per acre, and mixed into the soil to a depth of approximately 4 inches. Sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded in the soil. Where sod is laid adjacent to existing grass, the existing grass shall be trimmed to a straight and even line and the adjacent grading shall be adjusted so that the finished grade of the new sod will match the grade of the existing sod. Sod placed in drainage swales shall be placed with staggered edges to avoid a continuous seam along the line of flow. In areas where sod may slide due to the slope of the surface, the sod shall be pinned using suitable pegs driven through the sod blocks into firm soil. Any pieces of sod showing an appearance of extreme dryness shall be removed from the work.
- B. Maintenance: The Contractor shall maintain the sod in a moist and healthy condition for the duration of the contract but in no case less than two weeks. Such maintenance shall include filling, daily watering, resodding washed or eroded areas as necessary.
- C. Basis of Payment: The cost for sodding restoration shall include all labor, material and equipment which are necessary to complete the work satisfactorily, and shall be included in the appropriate unit prices bid for construction of sidewalks, driveways, curb cut ramps, curbing or miscellaneous items. The work shall include any preparation of the subgrade not included in any other item.

- 1.09 TESTING: All testing not otherwise called for in the Specifications shall be directed by the City Engineer. Unless otherwise specifically stated herein, costs for all laboratory expenses shall be paid by the contractor.

The Contractor will be required, at his expense, to provide samples of materials to be tested, or make available or prepare sites for the testing procedures and supply any necessary equipment to make these tests in the field. The Contractor shall also be required to pay all expenses including all laboratory fees.

- 1.10 RESIDENT NOTIFICATION: The City shall distribute by hand a notice to all residences and businesses on the street to be surfaced. The notice will be delivered about 24 hours prior to the work beginning. The Contractor shall cooperate with the City's distribution of the notice and scheduling the work.
- 1.11 HAZARDOUS WASTE DISPOSAL: The City may require certified evidence that the Contractor has disposed of any waste or by-products produced as a result of executing this Contract in accordance with any Federal, State or Local requirements. No additional cost will be paid for proper disposal or supplying of the certification.

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SECTION 2

ASPHALT SPECIFICATIONS

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2.04	Work Stoppage
2.05	Rolling
2.06	City's Responsibility
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## SECTION 2

### ASPHALT SPECIFICATIONS

- 2.01 ASPHALT RESURFACING: Where directed by the City Engineer, material used shall be Super-Pave SP 9.5 FDOT approved mix (including warm mix). Further, the work shall be constructed in accordance with Section 300, 320, 330, 334, 337, 901, 902, 916 and 917 of the FDOT Standard Specifications for Road and Bridge Construction (2014 edition). Locations and depths shall be as directed by the City Engineer. Article 330-9.2.2 shall be revised to read as follows: "Article 330-9.2.2 THICKNESS OF LAYERS: Unless otherwise directed by the City Engineer, each course of SP 9.5 shall be constructed in layers with thickness of not less than 3/4 inch nor greater than 1½ inches." Article 330-9.2 shall be revised to read as follows: "Article 330-9.3, PATCHING AND LEVELING COURSES: Where a surface course is constructed on an existing pavement or old base which is irregular and where directed by the City Engineer, the existing surface shall be brought to proper grade and cross section by the application of patching or leveling courses." Prior to any construction, a proposed mix design accepted and approved by FDOT shall be submitted to the City Engineer for review and approval. Minor modifications to the mix design to achieve a "non-harsh" appearance may be required by the City Engineer.

ALTERNATE ASPHALT MIX DESIGN: Where directed by the City Engineer, material used shall be Type III (1000# Marshall Stability). Further, the work shall be constructed in accordance with Section 320, 330, 333, 337, 901, 902, 916 and 917 of the FDOT Standard Specifications for Road and Bridge Construction (2000 edition). Locations and depths shall be as directed by the City Engineer. Prior to any construction, a proposed mix design accepted and approved by FDOT shall be submitted to the City Engineer for review and approval. Minor modifications to the mix design to achieve a "non-harsh" appearance may be required by the City Engineer.

Once leveled and prepared, it is the intention of these requirements to install a minimum 1.0 inch compacted thickness surface course. Variations to this must be approved or directed by the City Engineer.

- 2.02 PAVER REQUIREMENTS: Only an approved paver, as specified herein, in good mechanical and working condition shall be used for the work. Prior to the paver's approval for use, a test strip of at least 100 feet of pavement shall be completely paved and compacted. The test strip shall be at least 10' wide and a minimum 1 inch compacted thickness.

If the test strip is to be a part of the project scope of work for which payment is to be made an approved properly prepared vertical joint shall be constructed at the ends of the test strip. The joint shall consist of a true and straight piece of lumber with a uniform cross section. The lumber shall be the same thickness as the compacted asphalt mat and shall be placed on existing base or old pavement approximately 3 feet from the ends of the test

strip. The remaining 3 feet of the mat shall be tapered off to act as a ramp for the roller. When subsequent paving is continued this section of mat is discarded when the lumber is removed. No extra payment will be made for joint construction. Should the Contractor elect to use an alternate type of joint that procedure shall be submitted to the City Engineer for approval.

Once the test strip is completed no additional work shall proceed until the paving equipment has had a visual and mechanical inspection and received approval.

The paving equipment shall be inspected by the City Engineer or his representative together with the Contractor's equipment mechanic and job foreman or superintendent. Items checked on the paver shall include but not necessarily be limited to the following:

1. Conformance with specifications;
2. Engine governor operation;
3. Slat feeders, hopper gates and spreader screws condition and adjustment;
4. Pneumatic tire air pressure;
5. Screed heater;
6. Crawler adjustment;
7. Tamper bar wear, stroke adjustment and screed plate clearance adjustment;
8. Screed plate surface condition and true;
9. Mat thickness and crown controls condition and adjustment;
10. Screw vibrators condition and adjustment;
11. Oscillating screed in relative position to vibrating compactor;
12. Automatic screed control adjustment sensor attached.

2.03 CONTINUITY OF OPERATIONS AND PAVER SPEED: Article 330-9.1.4 shall be modified as follows: "All work must be done in continuous operation. Start-stop operation is not acceptable and will be subject to rejection for which no payment will be made. The paver will not be allowed to place the asphalt mix faster than the plant can produce (less any deliveries to other projects) or trucks can deliver the mix. The paver speed shall not exceed the value determined in the following formula subject to truck delivery rates meeting those demands:

$$S = \frac{\text{Speed Number}}{W \times D}$$

Speed numbers shall be as shown in the attached Table II-1A of the A.I. Manual Series No. 8 (MS-8). "W" is the width in feet of the compacted mat with a compacted depth of "D" inches."

2.04 WORK STOPPAGE: Should the laying operations stop because of equipment failure or other reasons a vertical joint shall be required as specified elsewhere herein. The cost of all joints shall be at the Contractor's expense for which no extra cost will be paid.

- 2.05 ROLLING: Compaction shall be in compliance with FDOT Article 330-11.1.2. As specified, seal rolling (breakdown rolling at 5-15 tons) and intermediate (pneumatic-tired rolling) will be required. The final rolling with a tandem steel roller will be required as determined by the City Engineer.
- 2.06 CITY'S RESPONSIBILITY: The City's Department of Public Works will adjust any stormwater castings, frames or catch basins and remove any significant accumulated soil, debris and vegetation along the edges of the existing pavement prior to paving. Further, the Department of Public Works will be responsible for establishing and removing traffic control or necessary existing pavement patching or repairs. The City Water and Sewer Department will also be responsible for any necessary adjustment of metal castings (i.e., manhole ring and covers, water valve boxes, etc.) to the appropriate height for resurfacing. Contractor shall coordinate his activities with this work.
- 2.07 QUALITY CONTROL:
- A. Testing: The Contractor may be required to submit written reports of results of asphalt extraction and aggregate gradation tests as evidence of a continuous "in house" quality control program. These tests may be performed by the Contractor's own FDOT certified testing technician or an independent testing lab. The City reserves the right to have questionable material tested by an independent laboratory and reject any material not meeting requirements. (All asphalt extraction tests and aggregate gradation tests must be performed in compliance with AASHTO T-164 and AASHTO T-30 unless otherwise approved by the City Engineer.)
  - B. Production Quality: Segregated aggregate, surface bumps and depressions, bleeding asphaltic concrete, clay balls, poor aggregate gradation, asphalt content out-of-tolerance from the job mix formula, poor joint construction, and noncompliance with the rolling procedures may all result in rejection of the asphaltic concrete by the City. In such cases the Contractor, at Contractor's expense, shall remove and replace the asphaltic concrete or overlay the existing pavement with suitable material. The choice to remove, replace or overlay the deficient asphalt concrete shall be made by the City Engineer.
  - C. Inspection: The City will not accept nor pay for any asphaltic concrete placed without a City inspector on site during the entire paving operations. To receive payment for paving materials the Contractor must give the City inspector a materials delivery ticket showing the truck number, tonnage, date and job name. Contractor's failure to give the delivery ticket to the inspector may result in the City not paying for the material. If the paving schedule changes the Contractor must give the City inspector 48 hours notice (work days exclusive of Saturdays and Sundays) in advance of the beginning of paving. Failure to give the 48 hours notice will result in shutdown of the paving operation by the City inspector or City Engineer.

- D. Tie Ins: When ordered by the City the tie-in of overlays to existing pavement shall be milled starting from zero (0) depth to a depth of one inch, ten feet across the width of the pavement. The City may make field adjustments to the actual length. This item shall include clean-up.
- E. Paving operations shall be continuous, and any lengthy delay will be cause for a transverse joint to be formed. The joint shall be constructed so that it can be cleanly removed when paving resumes.
- F. Immediately upon completion of paving the Contractor shall remove all excess asphalt deposited along shoulders or gutters as applicable. All shoulders shall be raked smooth to produce a smooth transition following rolling and compaction of pavement.
- G. Contractor shall submit a mix design for the asphaltic concrete mix upon award of the Contract.
- H. The City will monitor temperature and thickness of the asphalt. No asphalt shall be placed while rain is falling or when there is water on the surface to be covered. There is no exception for asphalt in transit.
- I. Contractor shall furnish equipment and personnel to lay the asphalt in an uninterrupted manner without frequent delays to that a smooth uniform surface is provided.

2.08 WEIGHT TICKETS: No asphalt shall be accepted nor shall any payment be made for any asphalt material supplied without proper weight tickets. All weight tickets shall be of approved form as specified and signed by Contractor's representative attesting to the accuracy of the information supplied. The weight tickets shall be made available to the City Engineer at time of delivery. The City shall reserve the right to station a representative at the asphalt plant to confirm the record weights of materials supplied.

2.09 PREPARATION OF LIMEROCK BASE COURSE:

- A. Description: Under this item, the Contractor shall construct a limerock base course upon the completed subgrade. The base course shall be constructed in accordance with the lines and grades and typical sections as directed by the City Engineer.
- B. Materials: The Contractor may use limerock for the base course provided it meets the Specifications contained herein and complies with Section 911 "Limerock Material for Limerock Base and Stabilized Base" of the 2014 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Limerock provided will show no tendency to air slake or undergo chemical change under exposure to weather and will meet the following requirements:

<u>Requirement</u>	<u>Miami Limerock</u>	<u>Ocala Limerock</u>
Carbonates of Calcium Magnesium	Min. 70.0%	Min. 95.0%
Oxides of Iron and Aluminum	Max. 2.0%	Max. 2.0%
Organic Matter	Max. 0.5%	Max. 0.5%
Passing a 3½" sieve	Min. 97.0%	Min. 97.0%

Any constituents other than the above shall be silica or inert materials. The materials shall be crushed or broken up to such size, before being placed on the road, that not less than 97 percent will pass a 3½ inch sieve and it shall be graded uniformly down to dust. All fine material shall consist entirely of dust or fracture.

Note: Cemented Coquina Shell (LBR 100+), conforming with Section 915 of the 2014 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, may be used in lieu of limerock, provided that the material used is from a FDOT approved source and sufficient documentation substantiating that the Cemented Coquina Shell meets or exceeds the minimal requirements is submitted for the Engineer's approval.

- C. Placement of Material: After the subgrade is completed and approved the Contractor shall furnish and spread the limerock in a uniform distribution. All work shall conform with Section 200 of the 2014 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Spread thickness shall be a minimum of 8 inches. Segregated areas of fine or coarse rock will not be permitted. Such areas shall be removed and replaced with properly graded rock.

After the spreading is completed the entire surface shall be scarified and so as to produce the required grade and cross section after compaction.

- D. Moisture Content: When the limerock does not have the proper moisture content to insure the required density, wetting or drying will be required. When water is added it shall be mixed in uniformly. Wetting or drying operations shall involve manipulation of the entire width and depth of the base course before compaction.
- E. Except where shown on the Drawings the required compaction of the limerock base course shall be minimum of 98% of the maximum dry density as determined by a testing laboratory. Procedures for testing, including the methods and types of tests to be performed, shall conform with the above Florida Department of Transportation (FDOT) standards.

No less than an 8-10 ton steel drum or pneumatic tire roller shall be used to compact the limerock base course. All depressions shall be filled and the process of rolling and filling shall continue until a thoroughly compacted uniform surface is produced. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compaction operations for such areas shall be completed prior to making the field density compaction tests on the finished base.

Should the subgrade material become mixed with the base course material at any time the Contractor shall remove the mixture, reshape and re-compact the subgrade, replace the materials removed with additional limerock, and reshape and re-compact the limerock base at no cost to the City.

If cracks or checks appear in the base which would impair the structural integrity of the base in the opinion of the Engineer, the Contractor shall remove the cracks and checks by re-scarifying, reshaping, refilling with limerock where necessary, and re-compacting at no cost to the City.

The finished limerock base shall be checked for thickness at intervals of not more than 300 feet. Any areas which are more than ½ inch deficient in thickness shall be corrected by scarifying and adding rock. The scarifying shall extend for 50 feet either side of the deficient area. Areas which are less than ½ inch deficient in thickness shall be corrected if the Engineer determines that the area is extensive or may adversely affect the quality of the finished work. The finished surface of the base course shall vary by no more than ¼ inch in 10 feet.

- F. Basis of Payment: The unit price bid for square yard of limerock base course shall include the cost of all labor, tools, materials, and equipment necessary to construct the limerock base in accordance with the Plans and Specifications. The area shall be determined by the final dimensions as measured horizontally along the surface of the completed work within the neat lines shown on the Drawings or designated by the Engineer.

## 2.10 MILLING OF EXISTING PAVEMENT:

- A. Where milling of the existing pavement is directed or as shown on the enclosed project table, the existing pavement will be milled to a depth of one and one half inch (1.5") or as directed by the City Engineer, conforming to the requirements of Section 327 of the 2014 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The milled material will become the property of the City.
- B. If the City deems it is in their best interest to keep the millings, the contractor shall deliver the millings to a City storage area. If the City chooses not to keep the millings the contractor shall dispose of them in accordance with FDOT requirements.

C. Basis of Payment: The unit price bid per square yard for this item shall include the hauling off and stockpiling or otherwise disposing of the milled material.

2.11 TRAFFIC CONTROL: The Contractor shall be responsible for all traffic control and advance-warning signs set forth in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). Two (2) flagmen will be on the jobsite at all times and included in asphalt price bid. Flagmen are defined as personnel using "stop" and "go" panels or flags, and not personnel used for moving cones, signs, tape, etc. Should the conditions warrant more than two flagmen the additional flagmen shall be provided as needed.

2.12 GENERAL REQUIREMENTS:

A. Delivery location is to be as directed by the City of Vero Beach Public Works Department. Work is to commence within 14 calendar days from date of notification by the City.

B. A monthly Bituminous Materials adjustment only will be made, as per FDOT Specifications. No fuel or other adjustments will be made.

C. Annual Renewal provisions will allow for price adjustment based on the pricing index for bituminous materials as per DOT specifications.

D. Remobilization shall be for the benefit of the project and City of Vero Beach, and not for the convenience of the Contractor.

**\*\*TABLE II-1A**

**SPEED NUMBERS\* FOR USE IN PAVER SPEED EQUATION**

(Customary Units)

Compacted Density D, LB/FT <sup>3</sup>	Mix Production, P, Tons/Hr									
	100	200	300	400	500	600	700	800	900	1000
130	307.7	615.4	923.1	1230.8	1538.5	1846.2	2153.8	2461.5	2769.2	3076.9
135	269.3	592.6	888.9	1185.5	1481.5	1777.8	2074.1	2370.4	2666.7	2963.0
140	285.7	571.4	857.1	1428.6	1428.6	1714.3	2000.0	2285.7	2571.4	2857.1
145	275.9	551.7	827.6	1379.3	1379.3	1655.2	1931.0	2206.9	2482.8	2758.6
150	266.7	533.3	800.0	1333.3	1333.3	1600.0	1866.7	2133.3	2400.0	2666.7

\*The paver speed numbers in Table II-1A are in feet per minute and represent a width (W) of 1 foot and a compacted depth (D) of 1 inch. To use, select the number that corresponds with mix production (P) in tons per hour and compacted density (D) in pounds per cubic foot, then substitute this number in the paver speed equation along with the desired width of spread and compacted depth of mixture.

\*\*As taken from A.I. Manual (See Section 2.03).

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SECTION 3

CONCRETE SIDEWALKS, DRIVEWAYS, CURBING AND CURB CUT RAMPS

<u>Paragraph No.</u>	<u>Paragraph Title</u>
3.01	Description
3.02	General
3.03	Excavation, Backfill and Compaction
3.04	Dimensions of Sidewalks
3.05	Sidewalks Within Driveway Limits
3.06	Protection
3.07	Final Clean-up and Repairs
3.08	Basis of Payment

### SECTION 3

#### CONCRETE SIDEWALKS, DRIVEWAYS, CURBING AND CURB CUT RAMPS

- 3.01 Description: Under this item the Contractor shall remove existing concrete sidewalks and driveways including curb, curb and gutter, and curb cut ramps where directed by the City Engineer; and reconstruct or construct new cement concrete sidewalks, driveways, curb cut ramps and curbs with properly prepared subgrade. All work shall be constructed in conformance with the lines and grades shown on the Drawings and/or designated by the City Engineer and specified herein. Requirements for sidewalks shall also apply to ramps.
- 3.02 Standards: Except as may be specified herein for payment, all work shall conform to Section 520 or 522 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (2014 edition) and shall be Class I concrete with a minimum 28-day compressive strength of 2500 psi. Reinforcing steel shall be in conformance with Section 415 of the Florida Department of Transportation Standard Specifications, (2014 edition). The Contractor may, at his option, substitute fibrous concrete reinforcement\* in lieu of welded wire fabric where approved or directed by the City Engineer. Fibrous concrete reinforcement materials provided shall produce concrete conforming to the requirements of the class of concrete specified. Fibrous concrete reinforcement shall be added to the concrete materials at the time the concrete is batched, and the concrete shall be mixed in strict accordance with the fiber reinforcement manufacturer's instructions and recommendations for uniform and complete distribution.

\*("Fibermesh" by the Fibermesh Company or approved equal.)

- 3.03 Excavation, Backfill and Compaction: Where sidewalks, driveways, ramps or curbs exist within the project limits the Contractor shall sawcut the existing structure to its full depth and haul the excavated materials to the destination where directed or approved by the City Engineer. Once the existing sidewalk, driveway, ramp or curb has been removed the existing subgrade shall be determined suitable or unsuitable by the City Engineer. If unsuitable the Contractor shall excavate those areas to a depth of 6" and shall properly backfill with suitable material all excavated areas to bring a compacted subgrade up to required elevations and grade. The City will supply all backfill materials required. Where designated by the City Engineer as suitable the existing subgrade material shall be compacted as required with suitable fill material added as necessary to bring the work to the desired elevations and grade, and recompacted. All humus, peat, spongy material, roots, stumps, muck, paving materials, old concrete and other objectionable materials shall be unsuitable for backfill or existing subgrade material. Suitable material for backfill shall consist of marl, sandy clay, sand and gravel, soft shale, or other materials and shall be provided by the Contractor. The City Engineer shall be the sole judge of what constitutes suitable and unsuitable material for backfill other than those listed above. Roots located in the 6" subgrade which are over 1" in diameter are to be cut as directed and removed.

The subgrade, including backfill material, shall be compacted to 95% of maximum dry density as determined by the Modified Proctor Test using the procedure as determined by ASTM D-1557 (Method A). In general, where directed there shall be one Modified Proctor Test at a location which is representative of the type of subgrade material used on the project. Also, one density test shall be performed by ASTM D-2167 method. Additional tests may be directed by the City Engineer. The cost of all tests shall be borne by the City. When it may be required, the City will supply any suitable backfill to bring the subgrade to the proper elevation. Contractor shall be responsible for the grading and compaction of all subgrade material. Further, the Contractor shall remove any excess material and dispose of it at a suitable site.

- 3.04 Dimensions of Sidewalks: The width of the sidewalk shall be designated by the City Engineer or as noted on the Drawings and Work Orders. Any transition from a narrow or wide existing sidewalk is also subject to approval of the City Engineer. The standard slab thickness for sidewalks is 6" minimum.
- 3.05 Sidewalks Within Driveway Limits: All sidewalks within the limits of a driveway shall be 6" thick minimum and reinforced with 6 x 6, 10/10 welded wire fabric in accordance with Section 415 of the Florida Department of Transportation Standard Specifications, (2014 edition). The welded wire fabric is to be placed 3" in from the edges of the forms and expansion joints and shall have 1½" to 2" of cover beneath the wearing surface. Fibrous concrete reinforcement may be used in lieu of welded wire fabric where approved by the City Engineer. Sidewalks shall be constructed through driveways. Where necessary, driveways shall be sawcut within limits of the sidewalk, old driveway material removed and disposed of, and the new sidewalk constructed.
- 3.06 Protection: The sidewalk shall be protected to prohibit imprints or markings in the surface before the concrete has set to a firm hardness. Any imprints or markings found in the hardened concrete must be rubbed out with a carborundum brick. If removal is impossible, the structure must be replaced by the Contractor at his expense.
- 3.07 Final Clean-up and Repairs: The work will be considered complete only after all rubbish and unused materials due to or connected with the work have been removed and the premises left in a condition satisfactory to the City. All property structures, utilities, etc., disturbed or damaged during the prosecution of the work shall be restored to their former or better condition at no additional expense to the City. Final payment will be withheld until such clean-up and repairs are completed.
- 3.08 Basis of Payment: The unit price bid per square foot for concrete sidewalk, driveway, curb cut ramps or lineal foot of curbing shall include the cost of furnishing all labor, materials, testing, form work, tools and equipment which are required to complete the work satisfactorily including clean-up and restoration work. The area shall be determined by the final dimensions as measured horizontally along the surface of the completed work within the neat lines shown on the Drawings or designated by the City Engineer.

The lineal foot unit price bid for sawcutting existing pavement shall include all labor, form work, tools, equipment and materials required to sawcut as specified herein existing pavement, sidewalks, driveways, curb cut ramps or curbing. The length shall be determined by measuring horizontally along the surface of the completed sawcut.

The unit price per square foot for removing existing concrete sidewalk, driveway or curb cut ramp or unit price per lineal foot for removing existing curbing shall include the cost of all labor, tools and equipment which are required to remove the sidewalk or curbing and dispose of it at a location approved by the City. The price shall include existing sidewalk or driveways with a nominal thickness of 4" or 6" and any width.

**August 7, 2019**  
**BID 140-19/JO**  
**ANNUAL STREET RESURFACING**  
**ADDENDUM #1**

To: All plan holders of record

The following addendum is hereby made a part of the specifications and shall be considered a part thereof for all purposes, superseding and replacing anything to the contrary in the original specifications.

This Addendum #1 becomes part of the construction documents or specifications and modifies the original bidding documents, and shall be binding as if contained therein.

**QUESTION :** Is there a spec available for Item 11 on the Bid Schedule, "Temporary Striping"? The schedule calls for one number based on the linear foot but pricing varies based on the type and width.

**ANSWER:** Typically the City will provide temporary marking. In the event the City cannot, the contractor will install with paint in accordance with FDOT Section 102 and Section 710 of the FDOT Standard Specifications for Road and Bridge Construction.

All addenda must be signed by the bidder and included with the bidding documents, in order for bid to be considered.

Handwritten Signature of Authorized Principal(s):

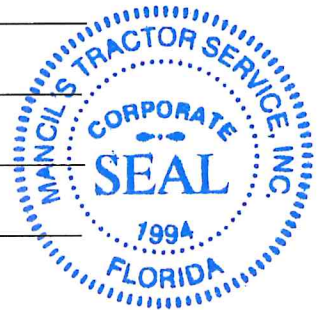
NAME (print): MYRA SMITH

SIGNATURE: 

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



-- END OF ADDENDUM --

**August 16, 2019**  
**BID 140-19/JO**  
**ANNUAL STREET RESURFACING**  
**ADDENDUM #2**

To: All plan holders of record

The following addendum is hereby made a part of the specifications and shall be considered a part thereof for all purposes, superseding and replacing anything to the contrary in the original specifications.

This Addendum #2 becomes part of the construction documents or specifications and modifies the original bidding documents, and shall be binding as if contained therein.

**Additional Line Item to Bid Schedule:**

See attached revised bid schedule. An additional line item has been added, mobilization fee for striping.

All addenda must be signed by the bidder and included with the bidding documents, in order for bid to be considered.

Handwritten Signature of Authorized Principal(s):

NAME (print): MYRA SMITH

SIGNATURE: 

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019



**CITY OF VERO BEACH**  
**REVISED BID SCHEDULE**  
**ANNUAL STREET RESURFACING CONTRACT**  
**PUBLIC WORKS PROJECT NO. 2019-13**  
**BID NO. 140-19/JO**

<u>Item No.</u>	<u>Division I - Milling and Resurfacing</u>	<u>Description</u>	<u>Road Paving</u>	<u>Parking Lots</u>
1.	Asphalt Resurfacing - FDOT, SP 9.5 - less than 25 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	/Tn	/Tn
2.	Asphalt Resurfacing - FDOT, SP 9.5 - 25 to 99 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	/Tn	/Tn
3.	Asphalt Resurfacing - FDOT, SP 9.5 - 100 to 299 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	/Tn	/Tn
4.	Asphalt Resurfacing - FDOT, SP 9.5 - over 300 tons per mobilization	Vendor Delivered, Vendor Placed Traffic level C	/Tn	/Tn
5.	Milling Existing Pavement - less than 2,000 S.Y.	includes cleanup and removal	/SY	/SY
6.	Milling Existing Pavement - 2,000 - 9,999 S.Y.	includes cleanup and removal	/SY	/SY
7.	Milling Existing Pavement - over 10,000 S.Y.	includes cleanup and removal	/SY	/SY
8.	Night Work	Cost per Ton Increase	/Tn	/Tn
9.	TACK FOB per Gallon	FOB Gallon	/gal	
10.	Hot Asphalt for Pick Up FOB at Plant SP 9.5 or S-3	For Pick up	/Tn	
11.	Striping			
	a. Temporary Striping	Vendor Schedules & Provides	\$ _____ /LF	
	b. Mobilization Fee Temporary Striping	Lump Sum	\$ _____	

**BID SCHEDULE CONTINUED**

**Item**

<b><u>No.</u></b>	<b><u>Division II - Concrete Curb &amp; Sidewalk</u></b>	<b><u>Description</u></b>	<b><u>Road Paving</u></b>	<b><u>Parking Lots</u></b>
12.	Remove Existing Curb or Curb & Gutter:			
a.	Type F Curb and Gutter	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
b.	Type D Header Curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
c.	Miami curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
d.	8" (wide) x 16" (deep) curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
13.	Construct Curbing:			
a.	Type F Curb and Gutter	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
b.	Type D Header Curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
c.	Miami curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF
d.	8" (wide) x 16" (deep) curb	less than 99 ft.	/LF	/LF
		100 to 300 ft.	/LF	/LF
		over 300 ft.	/LF	/LF

August 29, 2019

BID NO. 140-19

ADDENDUM #3

**Annual Street Resurfacing**

The following addendum is hereby made a part of the specifications and shall be considered a part thereof for all purposes, superseding and replacing anything to the contrary in the original specifications.

CHANGE OF BID OPENING DATE:

Due to the impending hurricane, bids will be received by the Manager of Purchasing, 1053 20th Place, Vero Beach, Florida, 32960, until 2:30 p.m., Tuesday, September 24, 2019.

All addenda must be signed by the bidder and included with the bidding documents, in order for bid to be considered.

Handwritten Signature of Authorized Principal(s):

NAME (print): MYRA SMITH

SIGNATURE: 

TITLE: VICE PRESIDENT

NAME OF FIRM: MANCIL'S TRACTOR SERVICE, INC.

DATE: 09/24/2019

