

PART E
LEE COUNTY CONSTRUCTION CONTRACT
AGREEMENT FORM

Contract No. _____

Board Award Date: _____

AGREEMENT

made as of the _____ day of _____ in year of 2013
BETWEEN the COUNTY: Board of County Commissioners, Lee County, Florida
and the CONTRACTOR:

<u>Community Asphalt Corp.</u> <u>16560 Mass Court</u> <u>Ft. Myers, FL 33912</u> <u>Phone 23-337-9486</u>	Check	Appropriate ____ Individual ____ Partnership ____ Incorporated in the State of ____	Line:
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in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall perform all the work required by the Contract Documents:

Scope of Work: Resurfacing and rebuilding of various streets located within Lee County.

in full accordance with the drawings and as elaborated in the specifications.

PROJECT NAME: B-130582 County-Wide Resurfacing Roadway Improvements -
FY 14 Contract 1

LOCATION: Lee County, Florida

ARTICLE 2. AMOUNT OF CONTRACT

2.1 The COUNTY shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: (express in words and numerals) One Million Two Hundred Sixteen Thousand Nine Hundred Seventy-Nine Dollars (\$1,216,979.00).

CONSTRUCTION CONTRACT
ARTICLE 3. PROGRESS PAYMENTS

Based upon Applications for payment submitted to the OWNER'S Representative by the CONTRACTOR, and Certificates for Payment issued by the OWNER'S Representative, the COUNTY shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

3.1 Not later than fifteen (15) calendar days following the approval of an Application for payment, ninety percent (90%) of the portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the work and ninety percent (90%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the COUNTY.

3.1.1 At the discretion of the project manager, department director and final authorization by the Public Works Director, once the project reaches 50% completion and the County is holding 5% of the total contract amount, no further retainage may be withheld from the subsequent monthly invoices, provided however, that the project is on schedule. At any time the project falls behind schedule, the County retains the exclusive right to revert back to the original contract terms, by withholding the full 10% retainage, until the project is back on schedule or the project is completed.

3.2 Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the COUNTY shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

This Contract entered into this date by the Lee County Board of County Commissioners and the CONTRACTOR. WITNESSETH that the parties hereto do mutually agree as follows:

The CONTRACTOR shall furnish all labor, equipment, and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, all of which are made a part hereof as if attached and enumerated as follows:

4.1 Lee County Request for Bids/Project Manual Titled: **B-130582 County-wide Resurfacing Roadway Improvements - FY 14 Contract 1**

DATED: **August, 2013**

4.1.1 Contractors Bid Proposal Dated September 24, 2013, ATTACHED AS EXHIBIT "A"

4.2 Project Drawings consisting of the following sheets listed by title and date:

<u>Sheet No.</u>	<u>Description</u>	<u>Date</u>
1	Coversheet	July 26, 2013
2 - 9	Lehigh Acres	July 26, 2013

CONSTRUCTION CONTRACT
ARTICLE 4. CONTRACT DOCUMENTS (Continued)

4.3 Public Payment and Performance Bond

4.4 Certificate of Insurance

4.5 Notice of Award

4.6 Addenda - N/A

4.7 Documentation submitted by the CONTRACTOR prior to the Notice of Award: None.

4.8 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 5.6 and 5.7 of the General Conditions (Part F of the Bid Documents).

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed.

5.2 Substantial completion shall be achieved not later than the number of days specified in the Bid Proposal.

5.3 Final completion shall be achieved not later than the number of days specified in the Bid Proposal.

Liquidated Damages:

5.4 The COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that the COUNTY will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the COUNTY if the work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) the sum of \$1,423.00 per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the COUNTY for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. The CONTRACTOR shall also be liable for any Actual Damages sustained by the COUNTY due to the CONTRACTOR'S failure to fully complete the work by the time agreed upon for Final Completion in the Contract Documents. Actual Damages may include, but not be limited to: costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity. The COUNTY shall have the right to deduct all damages due from the final payment request as well as retainage. However, prior to deducting liquidated damages, the COUNTY shall give the CONTRACTOR seven (7) calendar days notice prior to submitting the adjusted amount due to the Clerk for payment.

CMO:006(3 of 5)
REV: 03/18/04

CONSTRUCTION CONTRACT

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Final payments, constituting the entire unpaid balance of the Contract Price shall be paid by the COUNTY to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. CMO:013, has been approved by the COUNTY.

6.2 Terms used in the Agreement which are defined in the General Conditions of the Contract (Part F of the Bid Documents) shall have the meaning designated in those conditions.

6.3 The COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the COUNTY. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgements of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the COUNTY, excluding only the sole negligence of the COUNTY. This provision shall also pertain to any claims brought against the COUNTY by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

CONSTRUCTION CONTRACT

In witness whereof, COUNTY and CONTRACTOR have signed this agreement in duplicate. One counterpart has been retained by the Clerk of the Board of County Commissioners, one to the Project Sponsoring Department, and one part each has been delivered to the Lee County Procurement Management, and the CONTRACTOR. All portions of the Contract Document have been signed or identified by COUNTY and CONTRACTOR, or by COUNTY'S CONSULTANT on their behalf.

Signed, sealed, and delivered in the presence of:

Secretary

(Correct Name of Business)

BY: _____

(Corporate Seal)

Title

Date: _____

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

ATTEST: Clerk of the Board

BY: _____
Chair

BY: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM

BY: _____
Assistant County Attorney

LEE COUNTY CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND

BOND NO:

1. Know all men by these presents, that Community Asphalt Corp., 16560 Mass Court, Ft. Myers, FL 33912 phone 239-337-9486, hereinafter referred to as the CONTRACTOR, as Principal, and a corporation, licensed to do business in the State of Florida, hereinafter called SURETY, located at: _____, are held and firmly bound unto the Lee County Board of County Commissioners, P O Box 398, Fort Myers, FL 33901, (239) 533-5450, a Political Subdivision of the State of Florida as "Owner", in the full and just sum of **One Million One Two Hundred Sixteen Thousand Nine Hundred Seventy-Nine Dollars (\$1,216,979.00)**, lawful money of the United States of America, to the payment of which sum, will and truly to be made, the CONTRACTOR and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the CONTRACTOR has entered into a certain written Contract with the COUNTY as the OWNER, dated the _____ day of _____, 2013, for: Legal Description of project, **Sections 1-43, Townships 43-48, Ranges 20-27**, for the project known as **B-130582 County-Wide Resurfacing Roadway Improvements, FY 14 Contract 1**, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof in its' entirety for the purpose of perfecting this bond.

3. NOW, THEREFORE, the conditions of this obligation are such that if CONTRACTOR shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract Documents (which includes the Notice to Bidders, Instruction to Bidders, Bid Proposal Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications, Change Orders, and such alterations thereof as may be made as provided for therein), and shall promptly make payments to all claimants for any and all labor and materials used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

3.1 The undersigned shall indemnify and save harmless the OWNER from and against all costs, expenses and damages, including litigation costs and attorneys fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said CONTRACTOR, his agents, servants or employees in the execution or performance of said Contract with the OWNER.

3.2 The undersigned shall promptly make payment(s) to all persons supplying services, labor, material or supplies used directly or indirectly by said CONTRACTOR, or any SubContractor or Sub-SubContractor, in the prosecution of the work provided for in said Contract with the OWNER.

CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND (CONTINUED)

3.3 The undersigned agree to promptly pay to the OWNER any difference between the sum to which the CONTRACTOR would be entitled for the completion of the contract including any damages, direct, liquidated or delay, which the OWNER may sustain by reason of failure of the CONTRACTOR to properly and promptly perform and abide by all of the provisions of said Contract, and any sum which the OWNER may be or was obligated to pay for the completion of said Work by the CONTRACTOR.

3.4 The undersigned SURETY covenants and agrees that change orders, extensions of time, alterations or additions to the terms of the Contract or the Work to be performed thereunder, or the specifications accompanying the same shall in no way effect their obligation on this Bond, and the SURETY does hereby expressly waive notice of any such changes, extensions of time, alterations or additions, so long as the fundamental nature of the work on the Project by the CONTRACTOR is not changed.

3.5 Subject to the OWNER'S priority, claimants covered by Section 713.01, Florida Statutes, shall have a direct right of action against the Principal and Surety under this obligation, after written notice is provided to the OWNER of the performance of labor or delivery of materials or supplies, and non-payment thereof. Any claimant who seeks to recover against the Principal or Surety under this obligation must also satisfy the notice requirements and time limitations of Section 255.05, Florida Statutes, as they may be revised from time to time.

4.1 The CONTRACTOR and the SURETY shall hold the County harmless from any and all damages, expenses and cost, or lawsuits, which may arise by virtue of any defects in said work or materials within the period of one (1) year from the date of OWNER'S express acceptance of the project, providing, however, that upon completion of the Work, the amount of this bond shall be reduced to 100% of the Contract Price.

5.1 This public payment and performance bond shall be governed by the laws, administrative rules, and regulations of the State of Florida. Any claims or suits instituted under this bond shall be governed solely by the laws of the State of Florida.

SIGNED and sealed this, the _____ day of _____, 2013

CONTRACTOR, As Principal:

WITNESS

Firm Name

Signature

By: _____ (SEAL)
Signature

Type Name and Title

Type Name and Title

WITNESS: (if no Seal)

Signature

Type Name and Title

CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND (CONTINUED)

COUNTERSIGNED, as SURETY

Title

STATE OF _____)
COUNTY OF _____) SS
CITY OF _____)

Name

Address

City, State, Zip Code

AM Best, NAIC or FEIN Number

Power-of-Attorney Signature

BEFORE me, a Notary Public, duly commissioned, qualified and acting personally, appeared:

to me well-known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for _____, as Surety, and that he has been authorized by said Surety to execute the foregoing Public Payment and Performance Bond on behalf of the (CONTRACTOR) Principal named therein in favor of the OWNER.

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2013, by _____
(Print or Type Name)

who has produced _____
(Type of Identification and Number)

as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

PART D

Copy
Exhibit 'A'
ORIGINAL

OFFICIAL BID FORM

FOR

COUNTY-WIDE RESURFACING ROADWAY IMPROVEMENTS – FY 14 CONTRACT 1

Bids are to be submitted in "TRIPLICATE" by
2:30 P.M. TUESDAY, 24, 2013, to:

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT
COUNTY/CITY ANNEX BUILDING
1825 HENDRY ST, 3RD FL, FORT MYERS, FL 33901

or mail to:

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT
Post Office Box 398
Fort Myers, FL 33902-0398

BID OPENING:

DIVISION OF PROCUREMENT MANAGEMENT
COUNTY/CITY ANNEX BUILDING
1825 HENDRY ST, 3RD FL, CONFERENCE ROOM, FORT MYERS, FL 33901

TUESDAY, 24, 2013
2:30 p.m.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BIDDER: COMMUNITY ASPHALT CORP.
Individual or Firm Name

SOLICITATION NO. **B-130582**

PART D

OFFICIAL BID FORM

DATE: 09/24/13

TIME: 2:30pm

Division of Procurement Management
Board of County Commissioners
P O Box 398
Ft Myers Florida 33902-0398

Gentlemen:

1. The Undersigned, hereinafter called "BIDDER", having visited the site of the proposed project and having become familiar with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and having fulfilled their requirements as well as the Bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

COUNTY-WIDE RESURFACING ROADWAY IMPROVEMENTS – FY 14 CONTRACT 1

in full accordance with the drawings and specifications prepared in accordance with your Advertisement for Bids, Instruction to Bidders, Construction Contract and all other documents related thereto on file with Lee County Division of Procurement Management, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

See Bid Schedule Pages D2a – D2b

2. There is enclosed a Certified Check, Cashier's Check or Bid Bond (paper or electronic format) in the amount of **SIXTY THOUSAND DOLLARS (\$60,000.00)** payable to the Lee County Board of County Commissioners as a guarantee for the purpose set out in the Instruction to Bidders.

3. The BIDDER hereby agrees that:

- (a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame. Once the bidder has been notified that his bid has been awarded by the Board of County Commissioners, within the above time frame the price proposed as submitted shall constitute the contract price which shall be executed within the time frames established by these documents.

COUNTYWIDE RESURFACING ROADWAY IMPROVEMENT
CW LEHIGH ACRES LOCALS 2013
1-FY/2014

Bid No: B-130582
Contractor: Community Asphalt Corp.

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
101-1	Mobilization	LS	1	\$21,870.00	\$21,870.00
102-1	Maintenance of Traffic	LS	1	\$11,531.90	\$11,531.90
120-1	Roadway Excavation	SY	2,000	\$0.01	\$20.00
120-6	Embankment	CY	2,500	\$0.01	\$25.00
280-1	Asphalt Base Course III	TN	1,000	\$0.01	\$10.00
327-1	Milling of Existing Asphalt	SY	2,000	\$0.01	\$20.00
330-10	Asphalt Leveling Course	TN	1,500	\$81.10	\$121,650.00
425-1	Adjust Manholes	EA	30	\$0.01	\$0.30
425-6	Adjust Valve Boxes	EA	10	\$0.01	\$0.10
570-1	Seeding / Mulching	SY	1,500	\$0.01	\$15.00
575-1	Sodding	SY	1,000	\$0.01	\$10.00
706-	RPM	EA	100	\$0.01	\$1.00
711-3	Pave Message - Thermo	EA	40	\$0.01	\$0.40
711-4	Directional Arrow - Thermo	EA	40	\$0.01	\$0.40
710-25	6" Solid Traffic Stripe - Paint	LF	5,000	\$0.01	\$50.00
710-27	6" Skip Traffic Stripe - Paint	LF	5,000	\$0.01	\$50.00
711-33	6" Skip Traffic Stripe - Thermo	LF	2,000	\$0.01	\$20.00
711-36	6" Solid Traffic Stripe - Thermo	LF	2,000	\$0.01	\$20.00
711-35	18" Solid Traffic Stripe - Thermo	LF	1,000	\$4.40	\$4,400.00
331-1	1" Type S-3 Wearing Course	TN	13,503	\$78.30	\$1,057,284.90
Total Amount:					\$1,216,979.00

**COUNTYWIDE RESURFACING ROADWAY IMPROVEMENT
CW LEHIGH ACRES LOCALS 2014**

1-FY-2014

Bid No: B-130582

Contractor: Community Asphalt Corp.

	StreetName	From	To	Wd Ft	Ln Ft	Tons
1	RANIER AVE	Grant Blvd	Piedmont St	18	400	60
2	PIEDMONT ST	Progress ave	Rainer Ave	18	1350	203
3	PLATEAU AVE	Patio St	Pembroke St	18	600	90
4	PATIO ST	Philbert Ave	Plateau Ave	18	400	60
5	PENNFIELD ST	Paddock St	Philbert Ave	18	1080	162
6	PATIO CIR	Pennfield St	Pennfield St	18	1150	173
7	PULLMAN ST	Pauline Ave	Milwaukee Blvd	18	1100	165
8	PALMYRA AVE	Pullman Ave	Parsons St	18	1280	192
9	PAXTON ST	Pauline Ave	Palmyra Ave	18	625	94
10	PADDOCK ST	Parsons St	Pauline Cir	18	670	101
11	PAULINE AVE	Alabama Rd	Paddock St	18	800	120
12	PALISADES AVE	Paddock St	Pageant St	18	1125	169
13	PAXTON ST	Pyramid Ave	Paisley Ave	18	1050	158
14	PYRAMID AVE	Alabama Rd	Paxton St	18	1050	158
15	PULLMAN ST	Paulcrest Ave	Pendleton Ave	18	2180	327
16	56TH ST SW	Meadow Rd	E EOP	18	350	53
17	35TH ST SW	Flora Ave S	E EOP	18	510	77
18	FIONA Ct	31st St SW	S EOP	18	190	29
19	30TH ST SW	Connie Ave S	E/W EOP	18	2429	364
20	35TH ST SW	Hanna Ave S	W EOP	18	580	87
21	33RD ST SW	Hanna Ave S	W EOP	18	570	86
22	KAREN AVE S	30th St SW	S EOP	18	380	57
23	34TH ST SW	Rena Ave S	E EOP	18	820	123
24	29TH ST SW	Yvonne Ave S	Villa Ave S	18	830	125
25	DOUGLAS AVE S	18th St SW	15th St SW	18	950	143
26	BRUCE AVE S	15th St SW	16th St SW	18	340	51
27	SALLY AVE S	16th St SW	N EOP	18	322	48

	StreetName	From	To	Wd Ft	Ln Ft	Tons
28	16TH ST SW	Sara Ave S	E EOP	18	440	66
29	17TH ST SW	Susan Ave S	E EOP	18	775	116
30	18TH ST SW	Susan Ave S	E EOP	18	780	117
31	19TH ST SW	Hazel Ave S	E EOP	18	1400	210
32	15TH ST SW	Joan Ave S	E/W EOP	18	2220	333
33	1ST ST SW	Karen Ave S	W EOP	18	500	75
34	3RD ST W	Sunshine N	E EOP	18	360	54
35	RUTH AVE N	2nd St W	S EOP	18	305	46
36	15TH ST SW	Ruth Ave S	E EOP	18	580	87
37	13TH ST SW	Terry Ave S	E EOP	18	490	74
38	ALAN AVE S	14th St SW	S EOP	18	410	62
39	DENIS AVE S	14th St SW	S EOP	18	320	48
40	DONALD AVE S	14th St SW	S EOP	18	320	48
41	DOUGLAS AVE S	14th St SW	S EOP	18	320	48
42	13TH ST SW	Douglas Ave S	W EOP	18	777	117
43	BERT AVE	2nd St W	S EOP	18	265	40
44	UNICE AVE N	2nd St W	S EOP	18	300	45
45	TERRY AVE N	2nd St W	S EOP	18	300	45
46	TENA AVE N	2nd St W	S EOP	18	265	40
47	SALLY AVE N	2nd St W	S EOP	18	270	41
48	9TH ST W	Xelda Ave N	E EOP	18	430	65
49	CLYDE AVE N	9th St W	S EOP	18	300	45
50	BRIAN AVE N	12th St W	16th St W	18	2000	300
51	CEDAR AVE N	Sunset Rd	20th St W	18	400	60
52	22ND ST W	Christopher Ave N	Colonial Ave N	18	1260	189
53	24TH ST W	Christopher Ave N	Dogwood Ave N	18	990	149
54	SUNSET RD	Gunnery Rd	Buckingham Rd	24	1400	280
55	CROOMS AVE	Xelda Ave N	Unice Ave N	18	1280	192
56	38TH ST W	Olive Ave N	W EOP	18	1840	276
57	41ST ST W	Ruth Ave N	E EOP	18	1400	210

	StreetName	From	To	Wd Ft	Ln Ft	Tons
58	32ND ST W	Hanna Ave N	W EOP	18	2550	383
59	JOAN AVE N	32nd St W	29TH ST W	18	1000	150
60	KAREN AVE N	29TH ST W	S EOP	18	500	75
61	33RD ST W	June Ave N	Ida Ave N	18	790	119
62	HANNA AVE N	34th St W	Helen Pl	18	425	64
63	HELEN PL	Flora Ave N	Hanna Ave N	18	720	108
64	JOAN AVE N	42nd St W	35th St W	18	2360	354
65	JUNE AVE N	42nd St W	46th St W	18	935	140
66	54TH ST W	Gene Ave N	W EOP	18	1700	255
67	55TH ST W	Gene Ave N	E/W EOP	18	2480	372
68	56TH ST W	Ida Ave N	E EOP	18	2460	369
69	63RD ST W	Sunshine N	W EOP	18	2375	356
70	PROSPECT AVE	W 16TH ST	W 17TH ST	18	1350	203
71	RANDLETREE ST E	Columbus Blvd S	Naples Ave S	18	2200	330
72	AUSTIN AVE S	Cary St	Yates Ave S	18	500	75
73	CARY ST	Grant Blvd	Austin Ave S	18	310	47
74	SELKIRK AVE	Cary St	Nathan Ave	18	2120	318
75	NATHAN AVE	Eisenhower Blvd	Selkirk Ave	18	330	50
76	EVANSTON ST E	Homewood Ave S	Thorton Ave S	18	750	113
77	CORVET AVE	Devon St	Ashland	18	925	139
78	CAMPBELL ST E	Limerick Ave S	Long Ave S	18	2400	360
79	CHEZY ST E	Limerick Ave S	Long Ave S	18	2342	351
80	ONTARIO AVE S	Raintree St E	Kimberly St E	18	930	140
81	CHAPMAN AVE S	Raintree St E	Kimberly St E	18	930	140
82	GAYLORD AVE S	Raintree St E	Kimberly St E	18	930	140
83	WORTH AVE S	Raintree St E	Kimberly St E	18	950	143
84	FIELD ST E	Homestead Rd	Burns Ave S	18	331	50
85	HILLCREST AVE	Knapp Ave	Hutton St	18	840	126
86	CITRUS AVE S	Nimitz Blvd	Asher St	18	1200	180
87	ALEE ST E	Bassinger Ave S	Norton Ave S	18	1000	150

	StreetName	From	To	Wd Ft	Ln Ft	Tons
88	BASSINGER AVE S	Meadow Rd	Alden St E	18	1050	158
89	JOPONICA AVE S	Bumby St E	Foxtail St E	18	1360	204
90	JOPONICA AVE S	Meadow Rd	Nimitz Blvd	18	2680	402
					87,801	13,503



- (b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the COUNTY in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Payment and Performance Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Payment and Performance Bond shall be in the amount of one hundred percent (100%) of the accepted bid. The BIDDER shall, within seven (7) calendar days of the Notice of Award, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of breach of any of the agreements of this proposal, the bid deposit shall be forfeited.

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

5. If awarded this construction contract, the BIDDER agrees to complete the work covered by this contract as follows:

- (a) Substantially complete in One Hundred Fifty (150) consecutive calendar days from date of Official Notice to Proceed.
- (b) Final completion in One Hundred Eighty (180) consecutive calendar days from the date of Official Notice to Proceed.
- (c) Both the COUNTY and CONTRACTOR recognize that the liquidated damages reflect a good faith estimate and that the injury to COUNTY which could result from a failure of CONTRACTOR to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the CONTRACTOR.

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the COUNTY, also that no head of any department or employee therein, or any officer of Lee County, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other bidder, or to secure any advantage against the COUNTY or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

<u>Jose L. Fernandez</u> (Name of License Holder)	<u>CGC 011475</u> (State Certificate No.)
<u>(Occupational No.)</u> (specify jurisdiction)	<u>(Lee County Competency No.)</u>
	<u>(State Registration No.)</u>

ATTEST: [Signature] (SEAL)
Assistant/Secretary

By: Signature _____

COMMUNITY ASPHALT CORP.
Company Name

FORT MYERS, FL 33912
City, State, and Zip

239-337-9486
Phone Number

239-337-9488
Fax Number

SOLICITATION NO. **B-130582**

BID BOND

Complete **EITHER** Section 1, Lee County Paper Bid Bond, **OR** Section 2, Lee County Electronic Bid Bond

Section 1 - Lee County Paper Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Community Asphalt Corp. as Principal, and
(BIDDER'S Name)

Travelers Casualty and Surety Company of America a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto
LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a
Political Subdivision of the State of Florida,
in the SUM OF **SIXTY THOUSAND DOLLARS (\$60,000.00)**

for the payment whereof, well and truly to be made, we bind ourselves, our heirs,
successors, personal representatives and assigns, jointly and severally, firmly, by these
presents.

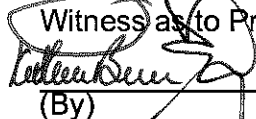
SIGNED AND SEALED this 4th day of September, 2013

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

**COUNTY-WIDE RESURFACING ROADWAY IMPROVEMENTS – FY 14
CONTRACT 1**

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall
be awarded the Contract upon said Proposal within the specified time and shall enter into a
written Contract, satisfactory in form, provide an acceptable Public Payment & Performance
Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be
required to the COUNTY within seven (7) calendar days after the written Notice of Award
date, or within such extended period as the COUNTY may grant, then this obligation shall
be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money
the difference between the amount of the Bid of said Principal and the amount for which
said COUNTY may legally contract with another party to perform said work, if the latter
amount be in excess of the former, together with any expenses and reasonable attorney's
fees incurred by said COUNTY if suit be brought hereon, but in no event shall said Surety's
liability exceed the penal sum hereof plus such expenses and attorney's fees. For
purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind
the Surety to pay costs and damages associated with the bid protest or delays to the
project upon a finding from the Board of County Commissioners for Lee County that the bid
protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the
penal sum of the bid bond.

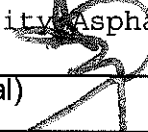
Witness as to Principal:


(By)

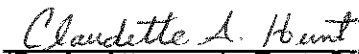
Witness as to Surety:


Camille Cruz

Community Asphalt Corp.

By:  (SEAL)
(Principal)

Printed Name Manuel Aguiar
Travelers Casualty and
Surety Company of America (SEAL)
(Surety's Name)


(By-As Attorney-in-Fact, Surety)
Claudette Alexander Hunt

Affix Corporate Seals and attach proper Power of Attorney for Surety.

CMO:001

D-5a

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

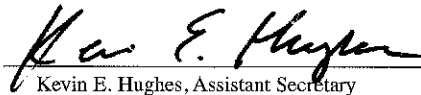
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 7th day of September, 2013.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.