

**BIDDING SPECIFICATIONS FOR BIRD CREEK BOAT RAMP IMPROVEMENTS
SECTION 00050-AGREEMENT**

This AGREEMENT made this 7th day of April 2020 by and between LEVY COUNTY, a political subdivision of the State of Florida, hereinafter called "OWNER" and D&L Contracting, LLC, doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein-after mentioned:

1. The CONTRACTOR will commence and complete the construction of the **BIRD CREEK BOAT RAMP IMPROVEMENTS** as described and depicted in the CONTRACT DOCUMENTS (herein the "PROJECT").
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR shall use _____ as the PROJECT Superintendent for the entire duration of the PROJECT described herein.
4. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within **120 calendar days** unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the LUMP SUM of \$ 762,622.96 as shown in the BID completed and submitted by the CONTRACTOR and amended by the letter dated March 19, 2020 included herein as Item I listed below.
6. OWNER and the State of Florida Fish and Wildlife Conservation Commission (herein "FWC") entered into FWC Agreement No. 17332 as of August 22, 2018, to provide for FWC funding for the PROJECT described as Levy County Highway 40 Boat Ramp Improvements Project, as the same may be amended (herein the "FWC GRANT AGREEMENT").
7. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) PROJECT OVERVIEW
 - (C) INFORMATION FOR BIDDERS
 - (D) BID
 - (E) BID BOND
 - (F) DRUG FREE WORKPLACE FORM
 - (G) CONFLICT OF INTEREST DISCLOSURE
 - (H) THIS AGREEMENT
 - (I) PERFORMANCE BOND
 - (J) PAYMENT BOND
 - (K) CERTIFICATE OF INSURANCE
 - (F) NOTICE OF AWARD
 - (G) NOTICE TO PROCEED
 - (H) CHANGE ORDER
 - (I) LETTER FROM CONTRACTOR DATED MARCH 19, 2020 AUTHORIZING CHANGES

- TO SCOPE AND RELATED COST REDUCTION
- (J) GENERAL CONDITIONS
- (K) APPLICATION FOR PAYMENT
- (L) SUBSTANTIAL COMPLETION
- (M) TECHNICAL SPECIFICATIONS
- (N) APPENDICES A, B AND C
- (O) ADDENDA ISSUED DURING BIDDING, if any
- (P) FWC GRANT AGREEMENT

Each of the listed CONTRACT DOCUMENTS are incorporated into this Agreement by reference. In the event of any direct conflict between or among the provisions of the FWC GRANT AGREEMENT, this Agreement, any ADDENDA issued during bidding, the INFORMATION FOR BIDDERS, the LETTER FROM CONTRACTOR DATED MARCH 29, 2020, the TECHNICAL SPECIFICATIONS, the GENERAL CONDITIONS, the APPENDICES, and the BID submitted by CONTRACTOR, the documents will take precedence in the order set forth in this sentence.

8. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS and as provided herein. In the event any payment is paid to CONTRACTOR for Work or deliverables which payment or amount is later rejected by FWC pursuant to the FWC GRANT AGREEMENT, CONTRACTOR shall return such compensation to OWNER immediately upon notice of the rejection of the payment by FWC. In the alternative, OWNER may withhold future payment(s) from CONTRACTOR in the amount of compensation paid to CONTRACTOR for Work or deliverables, payment for which were rejected by FWC.

OWNER's obligation to pay under this Agreement is contingent upon FWC's obligation to pay OWNER, subject to annual appropriation and authorization to spend by the Florida Legislature, all as provided in the FWC GRANT AGREEMENT. If funds are not appropriated or available from FWC for the FWC GRANT AGREEMENT purpose, and are not available to OWNER to pay CONTRACTOR, such event will not constitute a default of this Agreement on the part of OWNER. In the event that funds to finance this Agreement become unavailable, OWNER may terminate this Agreement in the same manner as FWC may terminate the FWC GRANT AGREEMENT with OWNER in the event of unavailability of funds.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. All terms defined in this Agreement shall have the same meaning in the CONTRACT DOCUMENTS unless the context clearly indicates otherwise. All terms not defined in this Agreement document, but defined elsewhere in the CONTRACT DOCUMENTS, shall have the meaning ascribed to them in such CONTRACT DOCUMENTS, unless the context clearly indicates otherwise.
11. **COMPLIANCE WITH THE LAWS:** The CONTRACTOR shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement. Failure to comply with the provisions of this Section 10 shall constitute a substantial failure to perform on the part of the CONTRACTOR in accordance with the terms of this Agreement.

In addition to compliance with any other laws of the State of Florida, CONTRACTOR shall

comply with all applicable provisions contained in Chapter 119, Fla. Stat., as the same may be amended. Specifically, but not by way of limitation, CONTRACTOR shall:

- a. Keep and maintain public records required by OWNER to perform the services to be provided under this Agreement;
- b. Upon request by OWNER'S custodian of public records, provide OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. 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 term of this Agreement and following completion of the services to be provided by the CONTRACTOR under this Agreement if the CONTRACTOR does not transfer the records to OWNER; and
- d. Upon completion of the services to be provided under this Agreement, transfer, at no cost to OWNER all public records in possession of the CONTRACTOR or keep and maintain public records required by OWNER to perform the services. If the CONTRACTOR keeps and maintains public records upon completion of the services, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to OWNER, upon request from OWNER'S custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

The definitions contained in Chapter 119, Fla. Stat., apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

For the purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of Levy County, or his/her designee.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218

EMAIL: LEVYBOCC@LEVYCOUNTY.ORG

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

12. Additional Provisions.

A. In addition to the provisions of this Agreement, CONTRACTOR shall comply with and is subject to all provisions of the FWC GRANT AGREEMENT that set forth requirements of contractors or subcontractors of OWNER, that are required of OWNER and are related to the Work or deliverables to be provided by CONTRACTOR herein or compensation therefor, to which OWNER is subject and are related to the Work or deliverables to be provided by CONTRACTOR herein or compensation therefor, and that are assignable or applicable to CONTRACTOR in the performance of the Work or provision of deliverables to OWNER herein.

By way of example, and not of limitation, CONTRACTOR is subject to and must comply with the requirements of sections 13 and 19 of the FWC GRANT AGREEMENT as a subcontractor of OWNER, and with Sections 21, 26, and 33 of the FWC GRANT AGREEMENT in the same manner as OWNER is subject to and must comply with such sections as Grantee under such FWC GRANT AGREEMENT.

B. CONTRACTOR assures that it has the necessary qualifications and abilities to perform the Work in accordance with the terms of this Agreement and the FWC GRANT AGREEMENT.

C. The parties acknowledge that CONTRACTOR is an independent contractor and will not be permitted to be an agent, servant, joint venture or partner of the State of Florida or of OWNER.

D. In the event of cancellation or termination of the FWC GRANT AGREEMENT by FWC in whole or in part, this Agreement shall be immediately terminated. CONTRACTOR shall be paid only for services satisfactorily performed prior to the date of cancellation or termination of the FWC GRANT AGREEMENT for which costs can be substantiated. CONTRACTOR will not be entitled to recover any cancellation charges or lost profits.

E. CONTRACTOR shall permit FWC's authorized representatives to inspect all of CONTRACTOR's Work, materials, payrolls, and records, and to audit CONTRACTOR's books, records, and accounts pertaining to the PROJECT. CONTRACTOR shall also require any subcontractor or subconsultant to comply with the provisions of this subsection.

F. In addition to any other indemnification provisions contained in the CONTRACT DOCUMENTS, CONTRACTOR shall be fully liable for the actions of its officers, agents, employees, partners, subcontractors, or volunteers and shall fully indemnify, defend and hold harmless OWNER, the State of Florida, and FWC, and all of their elected officials, officers, agents, employees and volunteers, from suits, actions, liabilities, damages, losses and costs, of every name and description, including, but not limited to, reasonable attorney's fees, arising from or relating to personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its officers, agents, employees, partners, subcontractors, or volunteers, provided, however, that CONTRACTOR will not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of OWNER, the State of Florida, or FWC. This indemnification shall survive the termination of this Agreement. Nothing contained in this section is intended to nor will it constitute a waiver by OWNER or FWC of either of their sovereign immunity. Nothing contained in this section or this Agreement will be construed as creating an interest in any third party or as a consent by either party to be sued by any third party.

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

BOARD OF COUNTY COMMISSIONERS OF
LEVY COUNTY, FLORIDA

ATTEST: Danny J. Shipp, Clerk of the Circuit
Court and Ex Officio Clerk to the Board
of County Commissioners

Matt Brooks, Chair

Danny J. Shipp

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown
Anne Bast Brown, County Attorney

CONTRACTOR: D&L CONTRACTING, LLC

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

March 25, 2020

Levy County Board of County Commissioners
PO Box 310
Bronson, FL 32621

**RE: Bird Creek Boat Ramp Improvements
Award Recommendation**

Dear Commissioners,

Per your direction, Dewberry Engineers met with the low bid contractor for the above referenced project to identify cost savings. The following revisions were discussed and agree to:

- Remove the proposed sheet pile walls on the north and south side of the loading docks and install 2x8x20 nominal marine grade lumber (2.5 CCA) to the south side of the southern loading dock;
- Revise the proposed asphalt thickness from 2-inches to 1.5-inches reducing the asphalt quantity by 160 TN;
- Reduce the unit price of limerock to \$9.42/SY with the understanding that the County will supply and deliver limerock to the project site.

By implementing the cost savings identified above, the County will save \$111,804.00. The Contractor has agreed to the items above as stated in the letter dated March 19, 2020 attached hereto. With these changes and the improvements proposed, the project will increase the capacity of the boat ramp by improving circulation and adding additional vehicular and boat trailer parking spaces.

Therefore, it is our recommendation that the County award the construction Contract to D&L Contracting, LLC for a total lump sum amount of \$762,622.96.

If you have any questions, please call me.

Sincerely,
DEWBERRY



William A. Menadier, P. E.
Senior Project Manager



D & L Contracting, LLC
19750 SE US 19
Old Town, Florida 32680
352-542-8389-phone
352-578-4076-Carly
dlcontracting@dlcontractingllc.com

March 19, 2020

Levy County BOCC
310 School Street
Bronson, FL 32621

Dewberry Engineers, Inc
William Menadier
654 SE Baya Dr.
Lake City, FL 32025

Re: Bird Creek Boat Ramp Improvements
Project NO. 500828572

Mr. Menadier,

Please see below per our discussion on negotiating the prices to decrease the overall bid price for this project.

Line item #7 Wood seawall consisting of rough cut 2x8x20 2.5 CCA marine grade lumber, 1/2" 316 SS hardware and seawall only be constructed on the south side is a lump sum of \$15,825.00

Line item #12 Change 2" asphalt to 1-1/2", changing the tonnage to 485. This would be a new total price of \$66,445.00.

Line item #13 County will haul in all the lime rock which will change the price to \$9.42 SY with a total price of \$55,107.00.

By making all three-line items effective this is a total of \$111,804.00 decrease in total price.

New Total Construction Cost is \$762,622.96

Sincerely,

Carly Gray

**BIDDING SPECIFICATIONS FOR BIRD CREEK BOAT RAMP IMPROVEMENTS
SECTION 00030-BID**

Proposal of D & L Contracting, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as D & L Contracting, LLC.
To THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of **BIRD CREEK BOAT RAMP IMPROVEMENTS** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to reach substantial completion within **90 consecutive calendar days** and fully complete the PROJECT within **120 consecutive calendar days** thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$ 250.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER agrees to pay liquidated damages, as described herein.

BIDDER acknowledges receipt of the following Addendum(s):

Addendum No. N/A, 2020
Addendum No. N/A, 2020

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the TOTAL LUMP SUM BID AMOUNT \$ 874,426.96 according to the following Bid Schedule:

\$1,100,386.96 Total w/ Alternates

This is a LUMP SUM BID. It is the Bidders responsibility to carefully review the plans, specifications and to visit the project to determine all necessary materials, equipment, and labor to complete the Work in full, and to reflect this in his LUMP SUM BID.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

BIRD CREEK BOAT RAMP IMPROVEMENTS				Cost Summary	
NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Demolition & Erosion Control					
1	CLEARING & GRUBBING	1	LS	5000.00	5000.00
2	SAW-CUT, DEMOLISH & REMOVE EXIST. ASPHALT	4674	SY	1.00	4674.00
3	FLOATING TURBIDITY BARRIER	641	LF	18.00	916.00
4	SEDIMENT BARRIER (DOUBLE TYPE III SILT FENCE)	2000	LF	1.50	3000.00
5	DEMOLISH & REMOVE EXIST. CONC. RAMP	1	LS	8000.00	8000.00
Boat Ramp					
6	No. 57 STONE GRAVEL BED WITH MIRAFI 140N FILTER FABRIC	420	CY	74.73	31,386.60
7	VINYL SHEET PILE WALL w/TIMBER CAP	3000	SF	26.91	80,730.00
8	REINFORCED CONC. PUSH SLABS (10x15')	16	EA	7791.44	124,663.04
9	(6") CONCRETE APPROACH SLAB (3000 PSI)	94	SY	63.25	5945.50
10	TIMBER LOADING DOCK (8' WIDE)	1200	SF	115.00	138,000.00
11	18" THICK ALABAMA CLASS II RIP-RAP	300	SY	59.84	17,952.00
Access, Parking, & Loading Zones					
12	(2") 220 LBS/SY SP-12.5 ASPHALT	645	TN	137.00	88,365.00
13	8" LIMEROCK BASE (LBR 100 MIN)	5650	SY	13.69	80,086.50
14	12" TYPE B STABILIZED SUBGRADE (LBR 40 MIN)	5900	SY	4.14	24,426.00
15	12" CONCRETE RIBBON CURB	1925	LF	14.00	26,950.00
16	SIGNAGE (INSTALLED w/3" ALUM POLE)	5	EA	390.00	1950.00
17	PAVEMENT MARKINGS - TRAFFIC PAINT	1	LS	3423.34	3423.34
18	18" THICK ALABAMA CLASS II RIP-RAP OVER D-2 FILTER FABRIC	1400	SY	92.44	129,416.00
19	(4") BOLLARDS	16	EA	500.00	8000.00
20	(4") CONCRETE H/C APPROACH SLAB (3000 PSI)	15	SY	63.25	948.75
Miscellaneous					
21	LAYOUT	1	LS	9500.00	9500.00
22	MAINTENANCE OF TRAFFIC - PARK CLOSURE	1	LS	2500.00	2500.00
23	EARTHWORK	1	LS	20,000.00	20,000.00
24	SODDING (2' EACH SIDE)	1000	SY	.75	750.00
CONSTRUCTION COST SUBTOTAL					824,781.73
General					
25	BONDS (MAX 2% OF BID)	1	LS	17,145.23	17,145.23
26	MOBILIZATION (MAX 5% OF BID)	1	LS	32,500.00	32,500.00
TOTAL CONSTRUCTION COST					894,426.96
ALTERNATE BID ITEMS					
Observation Dock					
A1	TIMBER COVERED PAVILLION (24' x 24')	2	EA	17,280.00	34,560.00 34,560.00
A2	TIMBER OBSERVATION DOCK (8' WIDE)	1320	SF	145.00	191,400.00
TOTAL CONSTRUCTION COST w/ALTERNATES					1,100,386.96

IF DURING THE BID PROCESS, THE CONTRACTOR NOTICES A DISCREPANCY BETWEEN THE WORK REQUIRED AND THIS BID SCHEDULE HE MUST BRING IT TO THE ENGINEER'S ATTENTION BY 5:00 P.M. (EST) ON MONDAY, MARCH 9, 2020.

NOTE: The unit prices listed above will be used as the basis for computing the value of any change orders either additive or deductive. **THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

Respectfully submitted:

Carly Guay
Signature

Contractor
Title

SCC131151019
License Number (if applicable)

19750 SE US 19, Old Town, FL 32680
Address

3-11-20
Date

dicontracting@dicontractingllc.com
Email Address

352-578-4076
Phone Number

(SEAL - IF BID is by a corporation)

Attest

**BIDDING SPECIFICATIONS FOR BIRD CREEK BIRD RAMP IMPROVEMENTS
SECTION 00040-BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

D&L Contracting, LLC,

as Principal, and American Southern Insurance Company,

as Surety, are hereby held and firmly bound unto the Levy County Board of County Commissioners,

as the OWNER in the penal sum of Five Percent of Amount Bid

for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this 12th day of March, 2020. The Condition of the above obligation is such that whereas the principal has submitted to the OWNER, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of the:

BIRD CREEK BOAT RAMP IMPROVEMENTS

NOW THEREFORE:

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement in the form of the contract as set forth in Section 00050 (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- C. NOW, THEREFORE, if the OWNER shall accept the Bid of the Principal and the Principal shall execute and deliver to the OWNER the required Agreement and within 10 days after the date of a written Notice of Award in accordance with the terms of such Bid, and within said 10 days deliver to the OWNER the required Certificate(s) of Insurance; together with the required Performance and Payment Bonds in an amount of 100% the total Bid Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials, and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to the OWNER such Agreement or to give such bond or bonds, and deliver to the OWNER the required certificates of insurance, if the Principal shall pay to the OWNER the fixed penal sum of \$250.00/per day noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

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

D&L Contracting, LLC

By: Cady Guay
Principal

American Southern Insurance Company
Surety

By: Ka
Kevin R. Woljowicz, Attorney-in-Fact

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

END OF SECTION

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW, STE 4-800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

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 valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 1st day of April, 2016.

Attest:


Melonie A. Coppola, Corporate Secretary

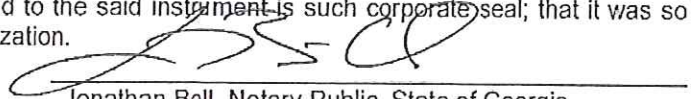
American Southern Insurance Company

 By:

Scott G. Thompson, President

STATE OF GEORGIA (CORPORATE SEAL)

On this 1st day of April, 2016, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.


Jonathan Bell, Notary Public, State of Georgia
My Commission Expires March 12, 2021

I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

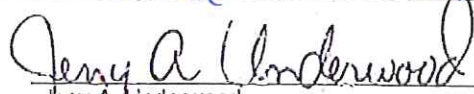
Signed and sealed at the City of Atlanta, Dated the 12th day of MARCH, 2020.

(NOTARY SEAL)



POA NUMBER:

91813


Jerry A. Underwood
Vice President - Surety

**BIDDING SPECIFICATIONS FOR BIRD CREEK BOAT RAMP IMPROVEMENTS
SECTION 00095 – DRUG FREE WORKPLACE**

**STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES, ON PREFERENCE
TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality and service are received by the OWNER for the procurement of commodities or contractual services, a Bid 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 workplace program shall be given preference in the award process.

Established procedures for processing tie Bids will be followed if none of the tied vendors have 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 not 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 is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


BIDDER SIGNATURE

END OF SECTION

**BIDDING SPECIFICATIONS FOR BIRD CREEK BOAT RAMP IMPROVEMENTS
SECTION 00303 – CONFLICT OF INTEREST DISCLOSURE STATEMENT**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their proposals or bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All Bidders must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All Bidders must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All Bidders must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to the Advertisement for Bid and other Bidding and Contract Documents. All Bidders are also required to include a disclosure statement of any potential conflict of interest that the Bidder may have due to other clients, contracts, or interest associated with the performance of services under the Advertisement for Bid and other Bidding and Contract Documents and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

N/A

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

N/A

Names of County Officer or Employee that owns 5% or more in Proposer's firm:

N/A

Names of applicable person(s) who have received compensation:

N/A

Description of potential conflict(s) with other clients, contracts or interests:

N/A

None of the above applicable:

Signature:

Carly Gray

Printed Name:

Carly Gray

Proposer Name:

D&L Contracting, LLC

Date:

3-11-20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nature Coast Insurance, Inc P.O. Box 1520 Chiefland FL 32644		CONTACT NAME: Tiffany Dean PHONE (A/C, No, Ext): (352) 493-2565 FAX (A/C, No): (352) 493-0402 E-MAIL ADDRESS: tiffany@naturecoastinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Co.	NAIC # E35378
INSURED		INSURER B: Owners Insurance Company	
D & L Contracting LLC		INSURER C:	
19750 SE US 19		INSURER D:	
Old Town FL 32680-0116		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2031023207

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			9CD3968-6	12/10/2019	12/10/2020	EACH OCCURRENCE	\$ 1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:		Y					MED EXP (Any one person)	\$ 2,500	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:								GENERAL AGGREGATE	\$ 1,000,000
				PRODUCTS - COMP/OP AGG	\$ 1,000,000					
					\$					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			5164101800	02/26/2020	02/26/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$		
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$		
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
							\$			
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$		
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$		
	DED RETENTION \$						\$	\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$		
							E.L. DISEASE - POLICY LIMIT	\$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured Operations: Marine Construction & Supply Store
 Levy County, a political subdivision of the State of Florida, its officers, elected officials, agents, employees and volunteers are named as an additional insured on the above general liability policy with respect to a blanket additional insured endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Levy County, a political subdivision of the State of Florida, its officers employees and volunteers. 310 School Street Bronson FL 32621	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

Date
3/25/2020

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

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

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																				
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																				
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																				
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate																				
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2020	01/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 25%;">WC Statutory Limits</td> <td style="width: 5%;"></td> <td style="width: 10%; text-align: center;">OTH-ER</td> <td style="width: 55%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	X	WC Statutory Limits		OTH-ER			E.L. Each Accident			\$1,000,000		E.L. Disease - Ea Employee			\$1,000,000		E.L. Disease - Policy Limits			\$1,000,000
X	WC Statutory Limits		OTH-ER																							
	E.L. Each Accident			\$1,000,000																						
	E.L. Disease - Ea Employee			\$1,000,000																						
	E.L. Disease - Policy Limits			\$1,000,000																						

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 41-66-736
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

D & L Contracting, LLC

 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com
Project Name:
 INCLUDES USL&H. ISSUE 03-25-20 (TD)

Begin Date: 4/7/2008

CERTIFICATE HOLDER	CANCELLATION
Levy County, a political subdiv. of the State of FL its officers elected officials, agents, employees & volunteers 310 School Street Bronson, FL 32621	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

GRAY, CARLY CRISTIN

D&L CONTRACTING, LLC.
PO BOX 116
SUWANNEE FL 32692

LICENSE NUMBER: SCC131151019

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at 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.

