

**BIDDING SPECIFICATIONS FOR UNIVERSITY OAKS WATER SYSTEM- PHASE III-A  
SECTION 00030-BID**

Bid of Carter Excavating, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as Carter Excavating, Inc.  
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 UNIVERSITY OAKS WATER SYSTEM – PHASE III-A 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 **60 consecutive calendar days** and fully complete the PROJECT within **90 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.    on   N/A  , 2021  
Addendum No.    on   N/A  , 2021

## 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 \$ 118,475.00 according to the following Bid Schedule:

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.

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UNIVERSITY OAKS WATERMAIN IMPROVEMENTS PHASE IIIA					Cost Summary	
NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	
<b>Demolition / Removal</b>						
1	EXISTING CONCRETE DRIVEWAY	24	SY	20	480	
2	EXISTING LIMEROCK DRIVEWAY	103	SY	15	1545	
<b>Roadways/Driveways</b>						
3	(1.5") 165 LBS/SY SP-9.5 ASPHALT	2	TN	1500	3000	
4	4" LIMEROCK BASE (LBR 100) [DRIVEWAYS]	103	SY	40	4120	
<b>Water Supply</b>						
5	6" PVC WATER MAIN	2100	LF	20	42000	
6	1" HDPE WATER SERVICE LINE	120	LF	6	720	
7	SINGLE WATER SERVICE ASSEMBLY (INCLUDING 1" COPR, 1" CURB, SADDLE, AND CONNECTION TO BOTH EXISTING MAIN AND METER PER DETAIL)	10	EA	1100	11000	
8	FIRE HYDRANT ASSEMBLY (PER DETAIL)	2	EA	5300	10600	
9	6"X6" TAPPING SLEEVE AND VALVE	1	EA	2750	2750	
10	6" GATE VALVE AND VALVE BOX (PER DETAIL)	4	EA	1650	6600	
11	6" MJ DI 22.5 DEGREE BEND	4	EA	1040	4160	
12	TESTING AND DISINFECTION - WATER MAIN	1	LS	3500	3500	
<b>Miscellaneous</b>						
13	LAYOUT	1	LS		1500	
14	MAINTENANCE OF TRAFFIC	1	LS		5500	
15	LABORATORY TESTING	1	LS		2500	
16	CERTIFIED AS-BUILT PLANS	1	LS		2500	
17	NPDES ADMINISTRATION	1	LS		1850	
18	EROSION CONTROL	1	LS		2200	
19	SEED AND MULCH	2300	SY	2	4600	
20	SODDING	100	SY	15	1500	
<b>Lump Sum</b>						
<b>General</b>						
21	BONDS (MAX 2% OF BID)	1	LS		2350	
22	MOBILIZATION (MAX 5% OF BID)	1	LS		3500	
<b>CONSTRUCTION TOTAL</b>					<b>118,475</b>	

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 PM (EST) ON FRIDAY, MAY 21, 2021.**

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:

Traci Carter  
Signature

3799 SW CR 341, Bell  
Address

VP  
Title

5/25/21  
Date

CUC1224598  
License Number (if applicable)

TCarterthree@gmail.com  
Email Address

352-213-5361  
Phone Number

(SEAL - IF BID is by a corporation)

Attest



**BIDDING SPECIFICATIONS FOR UNIVERSITY OAKS WATER SYSTEM- PHASE III-A  
SECTION 00040-BID BOND**

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

Carter Excavating, Inc., 3799 SW CR 341, Bell, FL 32619

as Principal, and The Cincinnati Insurance Company, P.O. Box 145496, Cincinnati, OH 45250-5496

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

as the OWNER in the penal sum of Two Percent of Amount Bid (2%)

for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this 27th day of May, 2021. 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:

**UNIVERSITY OAKS WATER SYSTEM- PHASE III-A**

NOW THEREFORE:

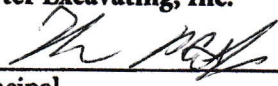
- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement in the form of the contract as set forth in Section 00050 (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, 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.

**Carter Excavating, Inc.**

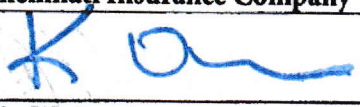
By

  
\_\_\_\_\_  
Principal

**The Cincinnati Insurance Company**

Surety

By:

  
\_\_\_\_\_  
Kevin Wojtowicz, Attorney-in-Fact and FL Licensed Agent

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**

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

James Hunter, Jr., Christian Collins, Richard Zimmerman, Dale Bellis, Edwin Turner Collins, IV, Joseph Nielson, Ian Nipper, Jessica Reno, Edward Clark, Shawn Burton, Jarrett Merucci, Don Bramlage, Laura Mosholder, Daniel Oaks, Charles Nielson, Kevin Wojtowicz, David Hoover, Charles Nielson, of St Petersburg, FL its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Twenty Million Dollars and 00/100 (\$20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stephan A. Justice

Vice President

STATE OF OHIO ) ss.
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 24th day of MAY, 2012



Scott R. Bolen

Assistant Secretary

**BIDDING SPECIFICATIONS FOR  
UNIVERSITY OAKS WATER SYSTEM – PHASE III-A  
SECTION 00095 – DRUG FREE WORKPLACE**

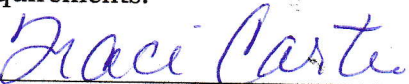
**STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES, ON PREFERENCE  
TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**

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  
UNIVERSITY OAKS WATER SYSTEM – PHASE III-A  
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 bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All proposers 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 proposers 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 this ITB. 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 this ITB and any resulting agreement. Use additional sheets if necessary.

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

None of the above applicable: X

Signature: Traci Carter

Printed Name: Traci Carter

Bidder Name: Carter Excavating, Inc Date: 5/25/21